



Contact for apologies: Sue Hammond
ph: 8384 0747
email: sueham@onkaparinga.sa.gov.au

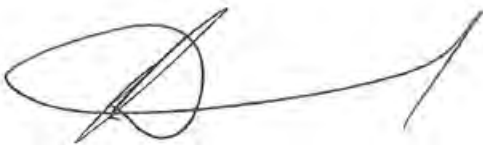
Contact number for meeting venue: 8384 0614

24 September 2015

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN in accordance with Section 83 of the *Local Government Act 1999* that an **Ordinary Meeting of Council** of the City of Onkaparinga will be held on **Tuesday 29 September 2015** at the Council Chamber at the Civic Centre, Ramsay Place, Noarlunga Centre at 7pm for the purpose of considering the items included on the attached agenda.

We recognise that the land on which we meet has considerable natural and cultural heritage, including thousands of years of traditional ownership by Kurna.

A handwritten signature in black ink, appearing to be "Mark Dowd".

Mark Dowd
Chief Executive Officer

Disclaimer: Please note that the contents of the Council Agendas have yet to be considered by Council and recommendations contained herein may be altered or changed by the Council in the process of formally making decisions of Council.



City of Onkaparinga

PO Box 1
Noarlunga Centre
South Australia 5168
www.onkaparingacity.com

Noarlunga office

Ramsay Place
Noarlunga Centre
Ph: 8384 0666
Fax: 8382 8744

Aberfoyle Park office

The Hub
Aberfoyle Park
Ph 8384 0666
Fax: 8270 1155

Willunga office

St Peters Terrace
Willunga
Ph: 8384 0666
Fax: 08 8556 2641

Woodcroft office

175 Bains Road
Morphett Vale
Ph: 8384 0666
Fax: 08 8556 2641

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City of Onkaparinga
Agenda for the Council meeting
to be held on 29 September 2015

Venue: Council Chamber, Civic Centre
Ramsay Place, Noarlunga Centre

Meeting commenced:

Present:

Apologies: Cr L Nicholls

Leave of absence:

Absent:

Pledge:

We recognise this City's considerable natural and cultural heritage, including thousands of years of traditional ownership by Kurna, and the more recent contribution from people either born here or who have migrated here. As we meet together, we build on this heritage by respecting and listening to each other, thinking clearly, being receptive to new ideas, speaking honestly, and deciding wisely for the current and future well-being of those we serve.

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1. Opening of meeting

2. Confirmation of minutes of the Council meeting held on Tuesday 8 September 2015.

3. Adjourned business

Nil.

4. Leave of absence

4.1 Leave of absence – Cr J Gunn

Cr Gunn has requested leave of absence from 5 October to 19 October 2015 inclusive.

5. Mayor's Communication

Nil.

6. Presentation

Nil.

7. Deputations

7.1 2015 Willunga Hillclimb road closure (Michael Clements, Ultimate Motorsport Events)

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8. Presentation by Committee Chairpersons and reports to Council by Council Committees.

8.1 Audit, Risk, Value and Efficiency Committee minutes

This is a regular or standard report.

Manager: Karyn Ryan, Manager Risk and Compliance (Acting)

Report Author: Karen Ferry, Governance Officer

Contact Number: 8384 0612

Attachments: 1. Minutes of the Audit, Risk, Value and Efficiency Committee meeting 14 September 2015 (6 pages)

A meeting of the Audit, Risk, Value and Efficiency Committee was held on 14 September 2015.

Items 12.1 and 12.2 of the minutes are confidential items and will be considered at items 15.1 and 15.2 of this agenda.

Recommendation

That Council note the public minutes of the Audit, Risk, Value and Efficiency Committee meeting held on 14 September 2015, as attached to the agenda report.

Attachment 1

City of Onkaparinga
Minutes of the Audit, Risk, Value and Efficiency Committee meeting
held on 14 September 2015

Venue: Meeting Room 1, Civic Area
Ramsay Place, Noarlunga Centre

Meeting commenced: 10.02am

Present: D Powell, Chairperson
P Mendo, Independent Member
Mayor Lorraine Rosenberg
Cr J Gunn
Cr B Nankivell

Apologies: Nil.

Leave of absence: Nil.

Absent: Nil.

City of Onkaparinga
Minutes of the Audit, Risk, Value & Efficiency Committee meeting held on 14 September 2015

1. Opening of meeting

D Powell officially declared the meeting open at 10.02am.

2. Confirmation of minutes of the Committee meeting held on 3 August 2015

Mayor Rosenberg MOVED that the minutes of the proceedings of the Audit, Risk, Value and Efficiency Committee meeting held on 3 August 2015 be received and confirmed as an accurate record of those proceedings.

Seconded by Cr Gunn.

CARRIED

3. Adjourned business

Nil.

4. Chairperson's report

Nil.

5. Presentation

Nil.

6. Deputation

Nil.

7. Reports of officers

7.1 Placement of Council Insurances

MOVED Cr Nankivell

That the Audit, Risk, Value and Efficiency Committee note the City of Onkaparinga's Summary of Council Insurances, as attached to the agenda report.

Seconded by Cr Gunn.

CARRIED

City of Onkaparinga
Minutes of the Audit, Risk, Value & Efficiency Committee meeting held on 14 September 2015

7.2 2014-15 External audit interim management report

MOVED Cr Gunn.

That the Audit, Risk, Value and Efficiency Committee note the reports received from Dean Newbery and Partners in relation to the fourth 2014-15 external audit, in attachment 1 to the agenda report.

Seconded by P Mendo.

CARRIED

7.3 Draft Financial Statements 30 June 2015 Report

MOVED Cr Nankivell.

- 1. That the Audit, Risk, Value and Efficiency Committee note the draft Financial Statements for 30 June 2015 as detailed in the agenda report and attachment 1.*
- 2. That the Audit, Risk, Value and Efficiency Committee review the draft Financial Statements 2015 and provide feedback for consideration by administration in preparing the final documents.*

Seconded by Cr Gunn.

CARRIED

7.4 2015 ARVEC annual performance review

MOVED P Mendo.

- 1. That the 2015 Audit, Risk, Value and Efficiency Committee annual performance review be conducted as a discussion between Committee members, following the conclusion of the meeting.*
- 2. That the review be facilitated by the Director Corporate and City Services and be undertaken with no other staff present.*
- 3. That the results of the review be provided to Council in the Committee's Annual report.*

Seconded by Mayor Rosenberg.

CARRIED

7.5 Audit, Risk, Value and Efficiency Committee 2015 Work Plan

MOVED Cr Gunn.

That the Audit, Risk, Value and Efficiency Committee note the amended work plan as attached to the agenda report.

Seconded by Cr Nankivell.

CARRIED

8. Questions on notice

Nil.

City of Onkaparinga
Minutes of the Audit, Risk, Value & Efficiency Committee meeting held on 14 September 2015

9. Motions

Nil.

10. Petitions

Nil.

11. Urgent business

Nil.

12. Confidential items

12.1 Membership of the Audit, Risk, Value and Efficiency Committee

MOVED Mayor Rosenberg

1. That:

- a. under the provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public, with the exception of staff on duty, be excluded from attendance at the meeting in order to consider this item in confidence.*
- b. the Audit, Risk, Value and Efficiency Committee is satisfied that it is necessary that the public, with the exception of staff on duty, be excluded to enable the Audit, Risk, Value and Efficiency Committee to consider the report at the meeting on the following grounds:
Section 90(3)(a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead):*
- c. accordingly, on this basis the principle that meetings of the Audit, Risk, Value and Efficiency Committee should be conducted in a place open to the public has been outweighed by the need to keep the information or discussion confidential.*

Seconded by Cr Gunn.

CARRIED

City of Onkaparinga
Minutes of the Audit, Risk, Value & Efficiency Committee meeting held on 14 September 2015

MOVED Cr Gunn

4. *That the matter of Membership of the Audit, Risk, Value and Efficiency Committee having been considered by the Audit, Risk, Value and Efficiency Committee in confidence under sections 90(2) and 90(3)(a) of the Local Government Act 1999 that an order be made under the provisions of sections 91(7) and (9) of the Local Government Act 1999 that the Membership of the Audit, Risk, Value and Efficiency Committee report and minutes (with the exclusion of point 2, if carried) of the Audit, Risk, Value and Efficiency Committee relating to discussion of the subject matter be kept confidential until 31 December 2016.*
5. *That, pursuant to section 91(9)(a) of the Local Government Act 1999, the Audit, Risk, Value and Efficiency Committee delegates the duty to conduct an annual review of the confidentiality order to the Chief Executive Officer, or their sub-delegate.*
6. *That, pursuant to section 91(9)(c) of the Local Government Act 1999, the Audit, Risk, Value and Efficiency Committee delegates the power to revoke the confidentiality order to the Chief Executive Officer, or their sub-delegate.*

Seconded by Mayor Rosenberg.

CARRIED

12.2 External Auditor Selection and appointment process

MOVED Cr Gunn.

1. *That:*
 - a. *under the provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public, with the exception of staff on duty, be excluded from attendance at the meeting in order to consider this item in confidence.*
 - b. *the Audit, Risk, Value and Efficiency Committee is satisfied that it is necessary that the public, with the exception of staff on duty, be excluded to enable the Audit, Risk, Value and Efficiency Committee to consider the report at the meeting on the following grounds:*
Section 90(3)(k) tenders for the supply of goods, the provision of services or the carrying out of works;
 - c. *accordingly, on this basis the principle that meetings of the Audit, Risk, Value and Efficiency Committee should be conducted in a place open to the public has been outweighed by the need to keep the information or discussion confidential.*

Seconded by Cr Nankivell.

CARRIED

MOVED Cr Gunn

3. *That the matter of the outcomes of the External auditor selection and appointment process having been considered by the Audit, Risk, Value and Efficiency Committee in confidence under sections 90(2) and 90(3)(k) of the Local Government Act 1999 that an order be made under the provisions of sections 91(7) and (9) of the Local Government Act 1999 that:*
 - a. *the discussion, report and attachments and minutes of the Audit, Risk, Value and Efficiency Committee relating to the External auditor selection and appointment process be kept confidential until the expiry of the contract*
 - b. *point 2 of the resolution of the Audit, Risk, Value and Efficiency Committee relating to appointment of the external auditor remain confidential until the matter has been determined by Council.*
4. *That, pursuant to section 91(9)(a) of the Local Government Act 1999, the Audit, Risk, Value and Efficiency Committee delegates the duty to conduct an annual review of the confidentiality order to the Chief Executive Officer, or their sub-delegate.*
5. *That, pursuant to section 91(9)(c) of the Local Government Act 1999, the Audit, Risk, Value and Efficiency Committee delegates the power to revoke the confidentiality order to the Chief Executive Officer, or their sub-delegate.*

Seconded by P Mendo.

CARRIED

13. Closure

D Powell officially declared the meeting closed at 11.26am.

Certified correct Chair

/ /2015

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8.2 Strategic Directions Committee minutes

This is a regular or standard report.

Manager: Karyn Ryan, Manager Risk and Compliance (Acting)

Report Author: Sue Hammond, Governance Officer

Contact Number: 8384 0747

Attachments: 1. Minutes of the Strategic Directions Committee meeting held
22 September 2015 (6 pages)

A meeting of the Strategic Directions Committee was held on 22 September 2015.

There were no items that require a resolution of Council.

Recommendation

That Council note the minutes of the Strategic Directions Committee meeting held on 22 September 2015 as attached to the agenda report.

City of Onkaparinga
Minutes of the Strategic Directions Committee meeting
held on 22 September 2015

Venue: Council Chamber, Civic Centre
Ramsay Place, Noarlunga Centre

Meeting commenced: 7pm

Present: Mayor L F Rosenberg
Cr M Bray
Cr S Brown (7.01pm)
Cr J Deakin
Cr H Greaves
Cr J Gunn
Cr G Hennessy
Cr R Holtham
Cr H Merritt
Cr B Nankivell
Cr L Nicholls
Cr G Olbrich (7.01pm)
Cr D Parslow (Chairperson)
Cr P Schulze
Cr N Swann
Cr M Themeliotis
Cr H Wainwright

Apologies: Cr D Chapman
Cr W Jamieson
Cr W Olsen

Leave of absence: Cr G Kilby

Absent: Nil

City of Onkaparinga
Minutes of the Strategic Directions Committee meeting held on 22 September 2015.

1. Opening of meeting

Cr Parslow officially declared the meeting open at 7pm.

2. Confirmation of minutes of the Strategic Directions Committee meeting held on Tuesday 1 September 2015.

Cr Swann MOVED that the minutes of the proceedings of the Strategic Directions Committee meeting held on 1 September 2015 be received and confirmed as an accurate record of those proceedings.

Seconded by Cr Gunn.

CARRIED

3. Adjourned business

Nil.

4. Chairperson's report

Nil.

5. Presentation

Nil.

6. Deputation

Nil.

7. Reports of officers

7.1 Development Plan Amendment Engagement Procedure Review

MOVED Cr Greaves.

That the Strategic Directions Committee:

- 1. Notes the Development Plan Amendment Procedure Review Report which forms attachment 1 to the agenda report.*
- 2. Recognises the unique nature of each Development Plan Amendment and various consultation methods that can maximise opportunities for stakeholder engagement.*
- 3. Approves the proposed approach to define the stages and methods for consultation for each Development Plan Amendment at the scoping stage of the Development Plan Amendment process, through development and approval of a community engagement strategy.*

Seconded by Cr Merritt.

Cr Brown entered the meeting at 7.01pm.

Cr Olbrich entered the meeting at 7.01pm.

CARRIED

City of Onkaparinga
Minutes of the Strategic Directions Committee meeting held on 22 September 2015.

7.2 Green organics drop off

MOVED Cr Merritt.

That the Strategic Directions Committee:

1. *Note the impending closure of the existing bulk green organics drop-off facility at Hub Drive, Aberfoyle Park.*
2. *Approve the relocation of the bulk green organics drop-off service to our existing contractor's depot, Christie Road, Lonsdale effective 1 March 2016.*
3. *Increase the service level of the bulk green organics service at the Lonsdale site to seven days (from 1st - 7th of each month) and provide a review of costs at the end of the 2015-16 financial year.*

Seconded by Cr Wainwright.

Cr Brown left her seat in the Chamber at 7.08pm.

CARRIED

7.3 Aldinga Airfield Study

Cr Brown resumed her seat in the Chamber at 7.10pm.

MOVED Cr Schulze.

That the Strategic Directions Committee:

1. *Note the Aldinga Airfield Study and key outcomes therein, including:*
 - *there is no projected demand for additional general aviation facilities in Metropolitan Adelaide within the next 30 years (with capacity for growth noted in both Adelaide and Parafield Airports)*
 - *it is likely that the Aldinga airfield will maintain its existing level of operations and infrastructure requirements for the foreseeable future*
 - *Council's role and relationship (therefore) with respect to the airfield should maintain the status quo*
 - *the proponent should be encouraged by Council to prepare a Master Plan for the site*
 - *Council could consider options for recognising the airfield within the Onkaparinga Development Plan in due course, with timing and extent of policy work subject to the preparation of the Master Plan, completion of the Integrated Transport and Movement Strategy.*
2. *Approve the Aldinga Airfield Study for public release.*

Seconded by Cr Greaves.

CARRIED

City of Onkaparinga
Minutes of the Strategic Directions Committee meeting held on 22 September 2015.

7.4 General Residential and Miscellaneous Development Plan Amendment revised SOI

MOVED Cr Bray.

- 1. That the Strategic Directions Committee endorse the Statement of Intent (SOI), as attached to the agenda report, for the General Residential and Miscellaneous Development Plan Amendment (DPA) for lodgement with the Minister for Planning for agreement to commence the DPA (pursuant to section 25(1) of the Development Act 1993).*
- 2. That the revised Statement of Intent be lodged with state government expediently to facilitate timely agreement with the Minister for Planning and commencement of formal consultation on the draft.*

Seconded by Cr Gunn.

CARRIED

7.5 Noarlunga Regional Centre Revitalisation Framework

MOVED Cr Greaves.

That the Strategic Directions Committee:

- 1. Endorse the Noarlunga Regional Centre Revitalisation report.*
- 2. Support the High Growth Scenario being adopted as the aspiration for the project and that Council pursue this outcome in discussions with landowners and key stakeholders.*
- 3. That a further report be provided to the Strategic Directions Committee following the October workshop.*

Seconded by Mayor Rosenberg.

CARRIED

7.6 Updated Work Program

MOVED Mayor Rosenberg.

That the Strategic Directions Committee note the Work Program, as attached to the agenda report.

Seconded by Cr Olbrich.

CARRIED

City of Onkaparinga
Minutes of the Strategic Directions Committee meeting held on 22 September 2015.

7.7 Regional Development Australia - proposal to change boundaries

MOVED Mayor Rosenberg.

1. *That the Committee approve the preparation of a formal request to the Metropolitan Adelaide Regional Development Authority Board and Adelaide Hills, Fleurieu and Kangaroo Island Regional Development Authority Board seeking their support for:*
 - a. *the area defined as the McLaren Vale Character Preservation District plus the townships included within the boundaries of the district (Clarendon, Kangarilla, McLaren Vale, McLaren Flat, Willunga and Port Willunga) to be included in the boundaries of the Adelaide Hills, Fleurieu and Kangaroo Island Regional Development Authority*
 - b. *the remaining areas of the City of Onkaparinga to be retained in the Adelaide Metropolitan Regional Development Authority*
 - c. *a formal application for the boundary changes to be lodged with the South Australian Minister for Regional Development and the Federal Minister for Regional Australia.*
2. *That the Committee note that:*
 - a. *the request for a boundary change must be lodged by at least one of the Regional Development Authority Boards impacted by the change*
 - b. *the request for a boundary change (including the required supporting documentation discussed in this report) must be lodged before January 2016 with a view to the Ministers making a decision by May 2016*
 - c. *responses to the proposed boundary changes also needs to be secured from relevant state and federal agencies and the Local Government Association of South Australia*
 - d. *if the request is successful there will be a requirement to provide a contribution to the Adelaide Hills, Fleurieu and Kangaroo Island Regional Development Authority, currently estimated to be approximately \$40,000 per annum.*

Seconded by Cr Deakin.

CARRIED

8. Questions on notice

Nil.

9. Motions

Nil.

10. Petitions

Nil.

City of Onkaparinga
Minutes of the Strategic Directions Committee meeting held on 22 September 2015.

11. Urgent business

Nil.

12. Confidential items

Nil.

13. Closure

Cr Parslow officially declared the meeting closed at 7.33pm.

Certified CorrectChair

/ /2015

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9. Reports of officers

9.1 Temporary road closure Willunga Hillclimb event

This is a regular or standard report.

Manager: Simon Pettman, Manager Civil Infrastructure

Report Author: Bill Cirocco, Senior Traffic Engineer

Contact Number: 8384 0175

Attachments:

1. Letter of request from Southern Districts Car Club, including proposed closure (2 pages)
2. Letter to residents (2 pages)

1. Purpose

This report seeks approval for a temporary road closure of Old Willunga Hill Road from St Matthews Street to Meadows Road, Willunga as requested by Southern Districts Car Club Inc. for the Willunga Hillclimb 2015 event (attachment 1) on 29 November 2015.

2. Recommendations

1a In accordance with Clause G of the Minister for Transport and Infrastructure Notice dated 22 August 2013 (as presented to Council on 7 July 2015) which delegates his power to Council to close roads and grant exemptions for events, Council consents to the proposed road closure of:

Old Willunga Hill Road, Willunga from St Matthews Street to Meadows Road from 9am to 6pm on Sunday 29 November 2015.

1b Council support the Commissioner of Police order that the proposed roads which are listed in recommendation 1a be closed, subject to the Southern Districts Car Club:

- **paying for the advertising and management of the temporary road closures for the Willunga Hillclimb event**
- **notifying all property owners along the route and within the Willunga township in writing**
- **advertising the event well in advance**
- **assuming responsibility for any damage to the road resulting from the event.**
- **facilitating the road closures and assist local residents and road users through the detours using marshals and professional traffic management contractors.**

OR

2. That Council advise the event organisers and Commissioner of Police that it does not support the running of the Willunga Hillclimb event.

3. Background

In 2014 the Old Willunga Hillclimb event was approved by Council. The organisers have advised they received no complaints from residents regarding this event and are now proposing the same event for this year (attachment 1).

The event organisers have advised that a letter to 996 residents (attachment 2) was sent on 24 August 2015 advising them of details of the proposed event. Any correspondence received regarding this consultation will be provided at the Council meeting.

As a result of past community interest in motor sports events the road closures have been brought to Council for consideration rather than being exercised under **the Chief Executive Officer's delegation**.

The Willunga Hillclimb is a one day event which requires a road closure for the purposes of this motor sport event. Therefore the declaration of the event and road order for the required closure is approved and issued by the Commissioner of Police under delegation from the Minister for Transport and Infrastructure.

If Council choose not to support the road closure for running of the Willunga Hillclimb event, the Commissioner of Police will generally not approve the road closures.

Under section 33 of the *Road Traffic Act 1961* we are required to give our consent to the road closures and approval for the use of temporary traffic control devices.

4. Financial Implications

There is no financial impact to council by this event being held. All costs associated with advertising the event, managing the road closures and repairing any damage to infrastructure are borne by the event organisers.

5. Risk and Opportunity Management

Risk	
Identify	Mitigation
Public Liability	The event is covered by Public Liability insurance of \$100m through the Confederation of Australian Motor Sport Ltd (CAMS).
Resident concerns	<p>The event organisers will:</p> <ul style="list-style-type: none">• notify adjoining landowners, businesses and residents in the wider Willunga community, in writing• consult with affected landowners, as required• facilitate the road closures as per their proposal and assist local residents and road users through the detours using marshals and accredited traffic management contractors• place advance event notification signage four

	<p>weeks prior to the event</p> <ul style="list-style-type: none"> provide traffic personnel at access points to advise users of road closures and alternate routes
Damage to Council infrastructure	All costs associated with the repair of any damage to Council infrastructure will be borne by the event organisers
Emergency Services	The event organisers will notify emergency services of the proposed road closures. An event safety plan is developed and communicated with the event medical and fire services available to attend to any resident emergency if required.

Opportunity	
Identify	Maximising the opportunity
Economic and community benefit	<ul style="list-style-type: none"> National event attracting tourists to our region including spectators and participants. Sponsored by the Variety Club with proceeds donated to the children's charity.

6. Additional information

Should the temporary road closure be endorsed by Council, our role is purely confined to advising the Commissioner of Police of our support for the event. The Commissioner of Police has ultimate authority to officially sanction the event.

Attachment 1

Disposal Code:
Retention:
No:



Willunga Hillclimb
PO Box 10213
ADELAIDE BC SA 5000
www.ume.cool

City of Onkaparinga
Ramsay Place
Noarlunga Centre 5168

Proudly Supporting:



From the Southern Districts Car Club Inc.

All Correspondence to;
Michael Clements
RSD 4 Bletchley
Via Strathalbyn SA 5255

Friday, 10 July 2015

Dear Council,

The following details are for the event called the Willunga Hillclimb, of which we are planning to run within the City of Onkaparinga area.

This event replaced the Adelaide Hills Tarmac Rally in 2014, and was a huge success with a full capacity of 120 competition vehicles being filled within the first week of opening entries. This year it is planned to be run on Sunday the 29th of November, 2015 at Wickham's Hill. The event will be starting at 9.00am on the Sunday and should be finished at approximately 6.00pm.

Before, during and after last year's event we only had two phone calls from the 996 resident letters sent out. They were from shop owners who wanted the event to advertise their businesses to the competitors, spectators and officials; something that we were more than happy to do. We received no complaints about the event at all.

With the success of last year's event we would like to apply for the following road to be closed for the event for 2015.

The roads and times are:

Old Willunga Hill Road (from St Matthews Street to Meadows Road)

The time we would like to close this road would be from **9.00am to 6.00pm** on Sunday the 29th of November 2015, if this meets with the approval of council.



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To ensure the safety of the competitors and the general public we request a short-term closure under Section 33 of the Road Traffic Act, of the roads.

If Council approves our request, we will make every effort to run the Hillclimb with minimum inconvenience to residents.

We will:

- Notify adjoining landowners in writing at least 2 months beforehand
- Consult with affected landowners when required
- Leave all control areas in a clean and tidy state
- Notify the police of the running of the event and obtain permission to close the roads under Section 33 of the Road Traffic Act
- Notify the emergency services in the area
- Affect a public risk insurance policy through the Confederation of Australian Motor Sport (CAMS) which includes \$100 million public liability insurance. (A copy of the permit and insurance cover can be supplied if required).
- Place advice signs along all roads 4 weeks prior to the event to forewarn road users of impending road closure
- Advertise the road closures in the local papers the week before the event
- During the event, man the access points to these roads to advise users of the temporary restrictions and supply alternative routes

We are local people volunteering our time to run this event. We run our events to Australia's best standards, and have medical and fire vehicles at the start of the Hillclimb course. If a land owner has an emergency during the road closure period, upon receiving notification we will stop the event and send in our medical vehicles which have trained Paramedics and a Fire Marshals. We will start the course after the only house on the road so they have continual access to their property without restriction.

We appreciate the consideration extended to us in our efforts to organise this event.

A copy of the Confederation of Australian Motorsport's Certificate of Currency for Public Liability Insurance will be supplied.

If you would like to discuss this further, or need any more information, please contact me on 0418 804 105.

Yours sincerely,



Michael Clements

Clerk of Course Willunga Hillclimb
Director of the Confederation of Australian Motorsport



Doc:3722909

Attachment 2



Willunga Hillclimb
PO Box 10213
ADELAIDE BC SA 5000
www.ume.cool

City of Onkaparinga
Ramsay Place
Noarlunga Centre 5168

Wednesday, 19 August 2015

To Whom It May Concern,

2015 Willunga HillClimb: Sunday 29th of November 2014

The organisers and promoters of the Willunga HillClimb are the Southern Districts Car Club Inc. and Ultimate Motorsport Events.

The following details are for the event called the 2015 Willunga HillClimb, which we are planning to run within the City of Onkaparinga area in the township of Willunga. The event is scheduled to be run on Sunday the 29th of November, 2015. The headquarters and Parc Fermé will be located at the corner of Old Willunga Hill Road and Brookman Road, just outside of Willunga. The event will be starting at 9.00am on the Sunday and should be finished at approximately 6:00pm that evening.

It is envisaged that part of the Willunga Township Main Street will be used to line up, pit and display competition cars for the general public to have easy and close access. This will not require the Willunga Main Street to be closed, though it is hoped that Community Event status can be given to the area to allow for all comers to have a safe, yet exciting motorsport experience.

The Willunga HillClimb is the epitome of a grass roots motorsport event; it does not carry the budget, notoriety or coverage of higher end events, but does bring together a passionate group of motorsport competitors, officials and spectators to take part in and enjoy, in our very humble opinion, the best motorsport event in South Australia and the major motorsport event for the region.

2014 was the second running of the Willunga HillClimb; held over a 9 hour period on the outskirts of the historic Willunga Township, at the gateway to the Fleurieu Peninsula. The 2.69km stretch of road is the longest currently being used in SA, and plays host to a maximum field of 120 competitors.

The anticipation of the opening of entries to this event is palpable, with pre-planning executed by competitors to make absolutely sure that they are available at the exact time that entries open so as not to miss out. This passion and excitement is doubly evident as the event draws near and competition is about to start. We liken it to just before the siren blows at an Australian Rules finals game.

HillClimb events like the Willunga HillClimb are the very essence of motorsport. The drivers compete purely for the love of driving. The rivalry is friendly, with drivers often trading tips or lending a hand to help one another out. Many cars have been built, modified or maintained by a family or a group of friends, and are entered multiple times so as to give each in the group a chance to drive. Most drivers know their car intimately and can



drive their machine to its limit, knowing that the consequence of pushing it too far is a DIY repair, possibly before they can drive it home. Some budgets are tight, the solutions are creative, and the pure passion for motorsport is everywhere you look.

The Willunga HillClimb runs a unique results system for the HillClimb discipline, as all times for all runs count to rank the competitors and decide on the winners. This system rewards consistent drivers and reliable vehicles, as one wrong move or a mechanical failure will put you out of the running. This also allows spectators and officials to see each car attempt the maximum number of runs, getting their maximum value for their motorsport buck; even though the event is totally free to all spectators. The class of competitors and variation of cars made for a very exciting event.

In 2014, the event organisers worked with the local community to provide as much benefit to the area as possible. All food and beverages were supplied by the businesses in the township, with accommodation and other stock and amenities fully utilising the region. During competition, the event organisers were aware that a wedding would be taking place at the Courthouse, Police Station Museum and Slate Museum location, so in unison with the National Trust volunteers and the wedding organisers, the event was held until the ceremony and all other requirement were completed. This gave officials, spectators and competitors' ample time to get refreshments from the township, whilst it also allowed the wedding guests to have something a little different to entertain them whilst all post wedding formalities were being completed.

We would like to advise formally the following road to be closed by the Event.

The road and times are:

Old Willunga Hill Road (from St Matthews Street to Brookmans Road)

The time we would like to close this road would be from 9:00am to 6:00pm on Sunday the 29th of November 2015, as per the approval of the City of Onkaparinga council.

Regards & Thanks


Andrew Admiraal
0403 116 400
andrew@ume.cool


Michael Clements
0418 804 105
michael@ume.cool



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9.2 2015-16 Black Spot Program and Funding Deeds

Manager:	Britt Gowing, Manager Assets
Report Author:	Heath Newberry, Road Network Planner
Contact Number:	8301 7215
Attachments:	<ol style="list-style-type: none">1. <i>Australian Government</i> funded Black Spot projects and associated funding deeds (79 pages)2. <i>State Government</i> funded Black Spot projects and associated funding deeds (47 pages)

1. Purpose

This report seeks approval to apply the Common Seal of Council in execution of the funding deeds for approved 2015-16 Black Spot funded projects.

2. Recommendations

- 1. That the Mayor and Chief Executive Officer be authorised to sign and affix the Common Seal of Council for the following approved 2015-16 Black Spot programs:**

Infrastructure Investment Australian Government Black Spot Program for:

- a) Bowering Hill Road/Port Road, Port Willunga – intersection upgrade**
- b) Baker Gully Road/Chapel Hill Road/Chaffey's Road, Blewitt Springs – safety upgrade works.**

State Government Black Spot Program for:

- a) States Road/Sports Park Drive, Morphett Vale – intersection upgrade**
 - b) Goldsmith Drive/David Witton Drive, Noarlunga Centre – intersection upgrade**
 - c) Chalk Hill Road/Olivers Road/Field Street, McLaren Vale – intersection upgrade.**
- 2. That Council note the Old Coach Road/Tuit Road, Maslin Beach project was unsuccessful for Black Spot funding in 2015-16, therefore will not proceed and will be resubmitted for Black Spot funding consideration in 2016-17.**
 - 3. That Council funding approved for the Bakers Gully Road/Chapel Hill Road/Chaffey's Road, Blewitt Springs and the Old Coach Road/Tuit Road, Maslin Beach projects on the assumption of receiving a 1/3rd Black Spot funding and totalling \$123,000 be allocated to extending the Bakers Gully Road/Chapel Hill Road/Chaffey's Road, Blewitt Springs and the Old Coach Road/Tuit Road project.**

3. Background

Australian and State Government funded black spot funding grants are open annually for all councils to apply on a competitive basis. Projects for black spot funding are submitted to the Department for Planning, Transport and Infrastructure (DPTI) where they are assessed on the frequency and types of crashes, cost involved to improve the location and the benefit to the community for the remedial treatment.

Projects which meet the stringent criteria of the Australian Government Infrastructure Investment Black Spot Program and demonstrate a real benefit to the community in terms of safety are 100% fully funded. If a project is not successful in the Australian Government round it is then considered by the State Government Black Spot program which works on a 1/3rd Council, 2/3rd State Government funding arrangement.

The council seal is required to formalise the funding deeds within both programs.

Overall we submitted six applications.

On 10 July 2015 we were advised by DPTI of two successful projects which will be 100% funded under the Australian Government Infrastructure Investment Black Spot Program:

- Bowering Hill Road/Port Road, Port Willunga (*PID 10414*)
Upgrade project to widen the intersection, install raised traffic islands on approaches to Port Road and upgrade lighting, signage and line marking. This project will address the issue of vehicles travelling along Bowering Hill Road, disobeying give way signs and colliding with vehicles traveling along Port Road. The benefit of this project is it will make the intersection more visible and reduce the risk of crashes from adjacent approaches. A major cost component of this project is the civil works required to widen the intersection.
Total budget for the project is \$515,000 ex GST. It will be staged over two years, detailed design and preliminaries in 2015-16 and construction in 2016-17.
- Bakers Gully Road/Chapel Hill Road/Chaffey's Road, Blewitt Springs (*PID 10415*)
Road safety upgrade works including sealing sections of road shoulder, extending culverts, safety barriers at targeted locations, upgraded signage, line marking and guide posts. This project continues previous stages of work to provide road safety improvements along this stretch of road.

Total budget for this project is \$300,000 ex GST and equates to approximately 1.5km of road safety works.

As part of our 2015-16 Project and Capital Works plan and budget process we allocated \$100,000 in Council funding towards this project in anticipation of only receiving 2/3rds Black Spot funding.

On 1 August 2015 we were advised by DPTI of successful projects under the State Government Black Spot Program:

- States Road/Sports Park Drive, Morphett Vale (*PID 10404*)
Intersection upgrade project that will provide painted median incorporating a right turn lane, installation of a pedestrian refuge and lighting upgrade.
Total budget for this project is \$33,000 ex GST, \$22,000 State Government Black Spot funding and \$11,000 of approved Council allocation as part of the

Traffic Management Project and Capital Works Category in 2015-16. Scheduled for detailed design and construction in 2015-16.

- Goldsmith Drive/David Witton Drive, Noarlunga Centre (PID 10405)

Intersection upgrade including installation/extension of traffic islands to reduce east bound lanes from two to one, installation of solid median island and mountable kerb and gutter, associated lighting, line marking and a ban on U-turns.

Total budget for this project is \$61,000 ex GST, \$41,000 State Government Black Spot funding and \$20,000 of approved Council allocation as part of the Traffic Management Project and Capital Works Category in 2015-16. Scheduled for detailed design and construction in 2015-16.

- Chalk Hill Road/Olivers Road/Field Street, McLaren Vale (PID 10406)

Intersection upgrade to improve vertical alignment of the western approach to remove crest prior to the stop line, plus extended painted median on the western approach.

Total budget for this project is \$242,000 ex GST, \$161,000 State Government Black Spot funding and \$81,000 of approved Council allocation as part of the Traffic Management Project and Capital Works Category in 2015-16. Scheduled for detailed design and construction in 2015-16.

We were unsuccessful in gaining Black Spot funding for the Old Coach Road/Tuit Road, Maslin Beach project. This project is an intersection upgrade to provide channelisation for the right turn with a project cost of \$68,000 ex GST (PID 10403).

As part of our 2015-16 Project and Capital Work plan and budget process we allocated \$23,000 in Council funding towards this project in anticipation of successful Black Spot funding for 2/3^{rds} of the value of the project.

As the project did not receive a Black Spot grant we will not proceed with the work in 2015-16 and will resubmit a Black Spot funding application for 2016-17.

4. Financial Implications

2015-16 Black Spot Program – Funding Summary

Australian Government Funds	\$815,000
State Government Funds	\$224,000
Council Funds	<u>\$112,000</u>
TOTAL (5 x projects)	\$1,151,000

Council funds approved as contributions to all six black spot project applications as part of the 2015-16 Capital Works Program totalled \$235,000 and assumed a 2/3rd grant funding for the Bakers Gully Road/Chapel Hill Road/Chaffeys Road, Blewitt Springs project (now fully grant funded) and a successful 2/3rd grant for Old Coach Road/Tuit Road, Maslin Beach. As a result we have \$123,000 in funding not allocated.

The Bakers Gully Road/Chapel Hill Road/Chaffeys Road, Blewitt Springs project is a staged upgrade of the road with approximately half of the required 13 kilometres completed to date.

The approved black spot grant will deliver approximately 1.5 kilometres of additional road upgrade works. Extending the scope of works is recommended by allocating the \$123,000 allowing a total of approximately 2 kilometres of road upgrade works to be completed in 2015-16.

5. Risk and Opportunity Management

Risk	
Identify	Mitigation
Without the council seal, the Department of Planning, Transport & Infrastructure (DPTI) will not provide grant funding which will result in council having to provide 100% of project funds and result in the need reduce scope or cancel projects.	Recommendation to sign and apply seal endorsed by Council.

Opportunity	
Identify	Maximising the opportunity
The call for nominations of eligible black spot projects is conducted annually	The next opportunity exists for council to participate in the program and receive additional funding in 2016-17 to proactively improve road safety in the City of Onkaparinga.

6. Additional information

The South Australian Black Spot Consultative Panel is now calling for project nominations for the 2016-17 Australian Government and State Government Black Spot Programs.

Our unsuccessful Old Coach Road/Tuit Road, Maslin Beach project will be considered for resubmission for 2016-17.

Next Steps

We have already begun assessing Black Spot funding applications for the 2016-17 financial year where there will be \$12.8 million of funding available for South Australian local governments. Submissions for 2016-17 Black Spot projects are due 30 October 2015.

DISPOSAL CODE	Disposal Code:
	Retention:
	No:



Government of South Australia

Department of Planning,
Transport and Infrastructure

In reply please quote 2014/15473/02

*Enquiries to Alex Duerden
Telephone (08) 8402 1932*

**SAFETY AND SERVICE
DIVISION**

77 Grenfell Street
Adelaide SA 5000

GPO Box 1533
Adelaide SA 5001

Telephone: 08 8343 2222
Facsimile: 08 8204 8740

ABN 92 366 288 135

Mr Mark Dowd
Chief Executive Officer
City of Onkaparinga
PO Box 1
NOARLUNGA CENTRE SA 5168

Dear Mr Dowd

**2015/2016 INFRASTRUCTURE INVESTMENT AUSTRALIAN GOVERNMENT
BLACK SPOT PROGRAM APPROVALS**

The Australian Government Assistant Minister for Infrastructure and Regional Development, Hon Jamie Briggs MP, recently announced the approved projects for South Australia under the 2015/2016 Infrastructure Investment Black Spot Program.

All submitted project nominations were prioritised in line with program eligibility criteria. Prioritisation was based on the relative road safety benefit to ensure that consideration was first given to those locations with either the poorest safety record or providing the greatest safety benefit.

The following project was successful in attracting funding under the reactive program:

- Bowering Hill Road / Port Road - Intersection upgrade
 - Install traffic islands along Bowering Hill Road on approaches to Port Road and upgrade signage (2 year project).
 - Approved reactive funding: \$566,500 (GST inclusive)
 - Completion by end of June 2017

The following project was successful in attracting funding under the proactive program:

- Baker Gully Road, Chapel Hill Road and Chaffeys Road – Safety upgrade

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Doc:3722439

- Seal sections of shoulder, extend culverts, install safety barrier at targeted locations, upgrade signage and install linemarking and guide posts.
- Approved proactive funding: \$330,000 (GST inclusive)
- Completion by end of June 2016

A funding deed will need to be entered into by Council (2 copies per project attached). This deed contains information regarding project funding and timing conditions, reporting, and payment arrangements. Additional reporting requirements have also been stipulated by the Australian Government.

Please insert the required details in item 2 of Schedule 1, attach seal and sign on page 9 and return both copies of the completed deed to:

*Mr Amit Dua
Senior Road Safety Engineer
Safety and Policy Programs
Department of Planning, Transport and Infrastructure
77 Grenfell Street
ADELAIDE SA 5000*

It is important that the obligations and conditions in the funding deed are met. Work on the projects is to be undertaken in accordance with appropriate Austroads, Australian and Departmental Standards and the requirements of the Notes on Administration for the Infrastructure investment Black Spot Program, which is available on the internet at:
http://investment.infrastructure.gov.au/publications/administration/pdf/NoA_November_2014.pdf.

The following projects submitted by Council were not successful in gaining Black Spot funding under the Australian Government program this year as they did not rate as high as other projects:

- States Road / Sports Park Drive - Intersection upgrade
 - Provision of a painted median, installation of a pedestrian refuge, removal of on-street parking, realignment of existing bicycle lanes and installation of additional lighting.
- Goldsmith Drive / David Witton Drive - Intersection upgrade
 - Installation / extension of traffic islands, associated lighting, linemarking and a ban on u-turns.
- Chalk Hill Road / Olivers Road / Field Street - Intersection upgrade
 - Improvement of vertical alignment, extension of painted median on western approach.
- Old Coach Road / Tuitt Road - Intersection upgrade
 - Provision of channelised right turn lane.

#9412546-v2

Doc:3722439

These projects will be assessed under the State Black Spot Program 2015/2016 and will be ranked against other nominated projects. You will be advised of the outcome separately.

In addition, I would like to advise that the closing date for nominations for the 2016/2017 Black Spot Programs will be Friday 30 October 2015. The Australian Government has announced a total of \$12.8m funding for the 2016/2017 Infrastructure Investment Black Spot Program. Further information regarding the 2016/2017 call for nominations will be provided in the near future.

For further information regarding project nominations, please contact Mr Amit Dua on telephone number (08) 8343 2416.

I wish you every success with your approved projects.

Yours sincerely



Paula Norman
Manager, Safety Strategy
Safety and Policy Programs

10 July 2015

Encl.

FUNDING DEED

under

**2015-2016 COMMONWEALTH INFRASTRUCTURE INVESTMENT
BLACK SPOT PROGRAM**

Project Number	054718-15SA-BS
Location	Bowering Hill Road / Port Road Intersection
Project Description	Install traffic islands along Bowering Hill Road on approaches to Port Road and upgrade signage (2 year project).
Project Funding	\$ 566,500.00 (GST Inclusive)

between

THE COMMISSIONER OF HIGHWAYS
("Grantor")

and

THE COUNCIL NAMED IN SCHEDULE 1
("Council")

FUNDING DEED

Between

THE COMMISSIONER OF HIGHWAYS, a body corporate pursuant to the *Highways Act 1926* (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project ("**Project**") described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose ("**Purpose**") described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 ("**Funding**").
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways ("**Commissioner**").
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the "**Funding Period**" is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The "**Start Date**" and "**End Date**" are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.

The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.

3. **GST**

- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Law**").

4. **ADMINISTRATION OF DEED**

- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.

5. **PROVISION OF FINANCIAL INFORMATION**

- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
 - (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
 - (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

(d) compliance with legislation and generally accepted accounting principles; and

(e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

(a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and

(b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

6.1 use the Funding only for the Purpose for which the Funding was made;

6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;

6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;

6.4 comply with its constitution;

6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;

6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;

6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and

6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.

7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

8. **TERMINATION**

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. **GENERAL TERMS AND CONDITIONS**

9.1 **Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 **Commonwealth Funded Project**

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

9.3 **Audit**

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.4 **Acknowledgements**

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 Assignment

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 Publicity

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 Consent

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 Entire Deed

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 Proper Law

The laws in force in South Australia apply to this deed.

9.11 Jurisdiction of Courts

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 Compliance with Laws

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 Notices

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.16 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.17 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.18 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.19 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

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EXECUTED as a DEED

**THE COMMON SEAL of the
COMMISSIONER OF HIGHWAYS**

)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

.....
(Commissioner of Highways)

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

)
)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____ _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____ _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project: Project Number **054718-15SA-BS**

Project Description **Install traffic islands along Bowering Hill Road on approaches to Port Road and upgrade signage (2 year project).**

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads)

Details of the Road(s): **Bowering Hill Road / Port Road Intersection**

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Is the Road(s) under the care control
and management of the Commissioner
of Highways:

No

Note: If under the care, control and management of the
Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 566,500.00 AUD** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2017.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 566,500.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 566,500.00
Total Funding	\$ 566,500.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "Quarter" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- (b) quotes the relevant purchase order number allocated by the Grantor;

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- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	<p>Quarterly</p> <p>1st Report- 1st August</p> <p>2nd Report-1st November</p> <p>3rd Report-1st February</p> <p>4th Report- 1st May</p> <p>or 7 days from request.</p>	<ul style="list-style-type: none"> The progress of the Project and scheduling of works. Updated Expenditure forecasts during the term of the funding period. The management of the Funding (i.e. break down of expenditure of the Funding). Any changes to the authorised scope of the Project. Any significant changes to the nature, scope and cost of the activities conducted by the Council. Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2
Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p>Standard: If the Funding is in excess of \$1 M (GST exclusive) then the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p>

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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
- (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
- (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
- (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
- (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
- (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:

http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).

- 10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

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FUNDING DEED
under
**2015-2016 COMMONWEALTH INFRASTRUCTURE INVESTMENT
BLACK SPOT PROGRAM**

Project Number	054718-15SA-BS
Location	Bowering Hill Road / Port Road Intersection
Project Description	Install traffic islands along Bowering Hill Road on approaches to Port Road and upgrade signage (2 year project).
Project Funding	\$ 566,500.00 (GST Inclusive)

between

THE COMMISSIONER OF HIGHWAYS
("Grantor")

and

THE COUNCIL NAMED IN SCHEDULE 1
("Council")

FUNDING DEED

Between

THE COMMISSIONER OF HIGHWAYS, a body corporate pursuant to the *Highways Act 1926* (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project ("**Project**") described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose ("**Purpose**") described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 ("**Funding**").
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways ("**Commissioner**").
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the "**Funding Period**" is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The "**Start Date**" and "**End Date**" are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.

The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
- 3. **GST**
 - 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
 - 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Law**").
- 4. **ADMINISTRATION OF DEED**
 - 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
 - 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.
- 5. **PROVISION OF FINANCIAL INFORMATION**
 - 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
 - (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
 - 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
 - (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

- (d) compliance with legislation and generally accepted accounting principles; and
- (e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

- (a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
- (b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. **GENERAL OBLIGATIONS OF THE COUNCIL**

The Council must:

- 6.1 use the Funding only for the Purpose for which the Funding was made;
- 6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 6.4 comply with its constitution;
- 6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;
- 6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and
- 6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. **CONDUCT OF THE PROJECT**

- 7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.
- 7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.
- 7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

8. **TERMINATION**

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. **GENERAL TERMS AND CONDITIONS**

9.1 **Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 **Commonwealth Funded Project**

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

9.3 **Audit**

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.4 **Acknowledgements**

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

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9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 Assignment

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 Publicity

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 Consent

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 Entire Deed

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 Proper Law

The laws in force in South Australia apply to this deed.

9.11 Jurisdiction of Courts

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 Compliance with Laws

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 Notices

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.16 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.17 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.18 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.19 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

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EXECUTED as a DEED

**THE COMMON SEAL of the
COMMISSIONER OF HIGHWAYS**

was affixed on:

(Date above)

in the presence of:

(Affix Seal Above)

Witness Signature:.....

(Commissioner of Highways)

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

was affixed on:

(Date above)

as attested by the Principal Member and
Chief Executive Officer.

(Affix Seal Above)

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____ _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____ _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project: Project Number **054718-15SA-BS**

Project Description **Install traffic islands along Bowering Hill Road on approaches to Port Road and upgrade signage (2 year project).**

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads)

Details of the Road(s): **Bowering Hill Road / Port Road Intersection**

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Is the Road(s) under the care control
and management of the Commissioner
of Highways:

No

Note: If under the care, control and management of the
Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 566,500.00 AUD** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2017.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 566,500.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 566,500.00
Total Funding	\$ 566,500.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "**Quarter**" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- (b) quotes the relevant purchase order number allocated by the Grantor;

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- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	<p>Quarterly</p> <p>1st Report- 1st August</p> <p>2nd Report-1st November</p> <p>3rd Report-1st February</p> <p>4th Report- 1st May</p> <p>or 7 days from request.</p>	<ul style="list-style-type: none"> The progress of the Project and scheduling of works. Updated Expenditure forecasts during the term of the funding period. The management of the Funding (i.e. break down of expenditure of the Funding). Any changes to the authorised scope of the Project. Any significant changes to the nature, scope and cost of the activities conducted by the Council. Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2
Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p>Standard: If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p>

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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
 - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
 - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
 - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
 - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
 - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:
http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).
- 10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

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BLACK SPOT PROJECT DELIVERY REPORT FOR THE PERIOD ENDING:	[Replace with Month/Year]
--	----------------------------------

Quarterly Status Rating: (Current rating to be determined at Project Review meeting).					
Previous Month			Current Month		
Red	Amber	Green	Red	Amber	Green

Red: There are significant issues that require the project to be stopped or delayed until resolution is achieved.
Amber: The project has issues which if not addressed now will have the potential to escalate to the Red rating.
Green: The project is progressing as planned with no current issues that will delay delivery within budget.

Project Sponsor:	
Sponsor's Agent:	
Project Manager:	
Contact Number:	
Project No:	
Project Title:	
Project Description:	

Strategic Outcome(s) and Project Objective(s):

Commitments: <ul style="list-style-type: none"> • From Government • From the Minister • From a Director • From a Council • From Other 	
---	--

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KNet Project File No: 2014/15473/02

Proposed Procurement Strategy:	
---------------------------------------	--

Publicity Opportunities:	
---------------------------------	--

Risks/Issues:	
The following table is a summary of key project risks or issues for discussion with the Project Sponsor at Project Review meetings. Risk assessments and plans must be regularly reviewed and updated throughout the project life cycle.	
Risk	Action
[Example: Project delay due to compulsory land acquisition.]	[Example: Early involvement of Property Services to manage acquisition process. Regular review of status. Identify contingency options.]
Issues	Action
Issues	Action

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Status of Project – Current Quarter
Activities Expected - Next Quarter

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TOTAL PROJECT – FINANCIAL			
Approved Total Project Cost Limit		\$	DPTI Funding Program
Estimated Project completion date			
Expenditure History (if applicable):			
		Total Project Costs	
Actual spend. (If applicable)	2014/15	\$	
Proposed project Expenditure	2015/16	\$	
	2016/17 (if applicable)	\$	
Total Proposed Expenditure		\$	

EXPENDITURE - CURRENT FINANCIAL YEAR 2015/16						
Approved DPTI Program						
Approved Expenditure Funding for Current year.	<i>Approved Expenditure</i>	\$	<i>Revised Approved Expenditure:</i>	\$	<i>Change to:</i>	\$
Reason for Variation:						
Expenditure Cash flow (Accumulative):						
	July	August	September	October	November	December
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$
	January	February	March	April	May	June
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$

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EXPENDITURE - CURRENT FINANCIAL YEAR 2016/17 (if applicable)						
Approved DPTI Program						
Approved Expenditure Funding for Current year.	<i>Approved Expenditure</i>	\$	<i>Revised Approved Expenditure:</i>	\$	<i>Change to:</i>	\$
Reason for Variation:						
Expenditure Cash flow (Accumulative):						
	July	August	September	October	November	December
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$
	January	February	March	April	May	June
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$

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KNet Project File No: 2014/15473/02

Project Estimate Record			
Following are the minimum <u>formal</u> estimates required on major infrastructure projects. Please record formal estimates, as they become known.			
	<u>Due</u>	<u>Estimate</u>	<u>Estimate Number</u>
1. Concept Estimate			
1.1 Review 1			
1.2 Review 2			
2. Planning Estimate			
2.1 Review 1			
2.2 Review 2			
3. Detailed Estimate			
4.1 Review 1			
4.2 Review 2			
4. Pre-Tender Estimate			
5. Final Cost			

Log of Approved Variations			
No.	Variation to: Time/Cost/Scope	Date of Sponsor Approval	Reason for Variation

FUNDING DEED
under
**2015-2016 COMMONWEALTH INFRASTRUCTURE INVESTMENT
BLACK SPOT PROGRAM**

Project Number	054729-15SA-BS
Location	Baker Gully Road, Chapel Hill Road and Chaffeys Road
Project Description	Seal sections of shoulder, extend culverts, install safety barrier at targeted locations, upgrade signage and install linemarking and guide posts.
Project Funding	\$ 330,000.00 (GST Inclusive)

between

THE COMMISSIONER OF HIGHWAYS
("Grantor")

and

THE COUNCIL NAMED IN SCHEDULE 1
("Council")

FUNDING DEED

Between

THE COMMISSIONER OF HIGHWAYS, a body corporate pursuant to the *Highways Act 1926* (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project ("**Project**") described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose ("**Purpose**") described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 ("**Funding**").
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways ("**Commissioner**").
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the "**Funding Period**" is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The "**Start Date**" and "**End Date**" are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
 - 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
 - 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Law**").
4. **ADMINISTRATION OF DEED**
 - 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
 - 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
 - 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
 - (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
 - 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
 - (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

(d) compliance with legislation and generally accepted accounting principles; and

(e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

(a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and

(b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

6.1 use the Funding only for the Purpose for which the Funding was made;

6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;

6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;

6.4 comply with its constitution;

6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;

6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;

6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and

6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.

7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

8. **TERMINATION**

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. **GENERAL TERMS AND CONDITIONS**

9.1 **Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 **Commonwealth Funded Project**

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

9.3 **Audit**

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.4 **Acknowledgements**

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 Assignment

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 Publicity

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 Consent

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 Entire Deed

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 Proper Law

The laws in force in South Australia apply to this deed.

9.11 Jurisdiction of Courts

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 Compliance with Laws

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 Notices

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.16 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.17 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.18 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.19 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

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EXECUTED as a DEED

**THE COMMON SEAL of the
COMMISSIONER OF HIGHWAYS**

)
)
)
)
)

was affixed on:
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

.....
(Commissioner of Highways)

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

)
)
)
)
)
)
)

was affixed on:
(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Number	054729-15SA-BS
	Project Description	Seal sections of shoulder, extend culverts, install safety barrier at targeted locations, upgrade signage and install linemarking and guide posts.

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads).

Details of the Road(s):	Baker Gully Road, Chapel Hill Road and Chaffeys Road
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Is the Road(s) under the care control
and management of the Commissioner
of Highways:

No

Note: If under the care, control and management of the
Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 330,000.00 AUD** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2016.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 330,000.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 330,000.00
Total Funding	\$ 330,000.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "Quarter" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

(a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;

(b) quotes the relevant purchase order number allocated by the Grantor;

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- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	Quarterly 1 st Report- 1 st August 2 nd Report- 1 st November 3 rd Report- 1 st February 4 th Report- 1 st May or 7 days from request	<ul style="list-style-type: none"> • The progress of the Project and scheduling of works. • Updated Expenditure forecasts during the term of the funding period. • The management of the Funding (i.e. break down of expenditure of the Funding). • Any changes to the authorised scope of the Project. • Any significant changes to the nature, scope and cost of the activities conducted by the Council. • Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. • Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> • Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2
Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council. Standard: If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.

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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents ; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
 - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
 - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
 - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
 - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
 - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:
http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).
- 10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

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FUNDING DEED

under

**2015-2016 COMMONWEALTH INFRASTRUCTURE INVESTMENT
BLACK SPOT PROGRAM**

Project Number	054729-15SA-BS
Location	Baker Gully Road, Chapel Hill Road and Chaffeys Road
Project Description	Seal sections of shoulder, extend culverts, install safety barrier at targeted locations, upgrade signage and install linemarking and guide posts.
Project Funding	\$ 330,000.00 (GST Inclusive)

between

THE COMMISSIONER OF HIGHWAYS
("Grantor")

and

THE COUNCIL NAMED IN SCHEDULE 1
("Council")

FUNDING DEED

Between

THE COMMISSIONER OF HIGHWAYS, a body corporate pursuant to the *Highways Act 1926* (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project ("**Project**") described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose ("**Purpose**") described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 ("**Funding**").
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways ("**Commissioner**").
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the "**Funding Period**" is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The "**Start Date**" and "**End Date**" are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.

The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
 - 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
 - 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Law**").
4. **ADMINISTRATION OF DEED**
 - 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
 - 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
 - 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
 - (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
 - 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
 - (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

(d) compliance with legislation and generally accepted accounting principles; and

(e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

(a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and

(b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

6.1 use the Funding only for the Purpose for which the Funding was made;

6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;

6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;

6.4 comply with its constitution;

6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;

6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;

6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and

6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.

7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

8. TERMINATION

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. GENERAL TERMS AND CONDITIONS

9.1 Insurance

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 Commonwealth Funded Project

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

9.3 Audit

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.4 Acknowledgements

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 Assignment

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 Publicity

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 Consent

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 Entire Deed

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 Proper Law

The laws in force in South Australia apply to this deed.

9.11 Jurisdiction of Courts

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 Compliance with Laws

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 Notices

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.16 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.17 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.18 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.19 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

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EXECUTED as a DEED

**THE COMMON SEAL of the
COMMISSIONER OF HIGHWAYS**

)
)
)
)
)

was affixed on:
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

.....
(Commissioner of Highways)

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

)
)
)
)
)
)
)
)

was affixed on:
(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Number	054729-15SA-BS
	Project Description	Seal sections of shoulder, extend culverts, install safety barrier at targeted locations, upgrade signage and install linemarking and guide posts.

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads).

Details of the Road(s): **Baker Gully Road, Chapel Hill Road and Chaffey's Road**

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Is the Road(s) under the care control and management of the Commissioner of Highways:

No

Note: If under the care, control and management of the Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 330,000.00 AUD** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2016.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 330,000.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 330,000.00
Total Funding	\$ 330,000.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "Quarter" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

(a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;

(b) quotes the relevant purchase order number allocated by the Grantor;

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- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	<p>Quarterly</p> <p>1st Report- 1st August</p> <p>2nd Report-1st November</p> <p>3rd Report-1st February</p> <p>4th Report- 1st May</p> <p>or 7 days from request</p>	<ul style="list-style-type: none"> • The progress of the Project and scheduling of works. • Updated Expenditure forecasts during the term of the funding period. • The management of the Funding (i.e. break down of expenditure of the Funding). • Any changes to the authorised scope of the Project. • Any significant changes to the nature, scope and cost of the activities conducted by the Council. • Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. • Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> • Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2
Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p>Standard: If the Funding is in excess of \$1 M (GST exclusive) then the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p>

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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents ; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
 - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
 - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
 - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
 - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
 - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:
http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).
- 10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

LM 143137
#9399556-v2

Doc:3722439

KNet Project File No: 2014/15473/02

BLACK SPOT PROJECT DELIVERY REPORT FOR THE PERIOD ENDING:	[Replace with Month/Year]
--	----------------------------------

Quarterly Status Rating: (Current rating to be determined at Project Review meeting).					
Previous Month			Current Month		
Red	Amber	Green	Red	Amber	Green

Red: There are significant issues that require the project to be stopped or delayed until resolution is achieved.

Amber: The project has issues which if not addressed now will have the potential to escalate to the Red rating.

Green: The project is progressing as planned with no current issues that will delay delivery within budget.

Project Sponsor:	
Sponsor's Agent:	
Project Manager:	
Contact Number:	
Project No:	
Project Title:	
Project Description:	

Strategic Outcome(s) and Project Objective(s):

Commitments: <ul style="list-style-type: none"> • From Government • From the Minister • From a Director • From a Council • From Other 	
---	--

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KNet Project File No: 2014/15473/02

Proposed Procurement Strategy:	
---------------------------------------	--

Publicity Opportunities:	
---------------------------------	--

Risks/Issues:	
The following table is a summary of key project risks or issues for discussion with the Project Sponsor at Project Review meetings. Risk assessments and plans must be regularly reviewed and updated throughout the project life cycle.	
Risk	Action
[Example: Project delay due to compulsory land acquisition.]	[Example: Early involvement of Property Services to manage acquisition process. Regular review of status. Identify contingency options.]
Issues	Action
Issues	Action

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KNet Project File No: 2014/15473/02

Status of Project – Current Quarter
Activities Expected - Next Quarter

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KNet Project File No: 2014/15473/02

TOTAL PROJECT – FINANCIAL			
Approved Total Project Cost Limit	\$	DPTI Funding Program	
Estimated Project completion date			
Expenditure History (if applicable):			
	Total Project Costs		
Actual spend. (If applicable)	2014/15	\$	
Proposed project Expenditure	2015/16	\$	
	2016/17 (if applicable)	\$	
Total Proposed Expenditure	\$		

EXPENDITURE - CURRENT FINANCIAL YEAR 2015/16						
Approved DPTI Program						
Approved Expenditure Funding for Current year.	Approved Expenditure	\$	Revised Approved Expenditure:	\$	Change to:	\$
Reason for Variation:						
Expenditure Cash flow (Accumulative):						
	July	August	September	October	November	December
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$
	January	February	March	April	May	June
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$

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KNet Project File No: 2014/15473/02

EXPENDITURE - CURRENT FINANCIAL YEAR 2016/17 (if applicable)						
Approved DPTI Program						
Approved Expenditure Funding for Current year.	<i>Approved Expenditure</i>	\$	<i>Revised Approved Expenditure:</i>	\$	<i>Change to:</i>	\$
Reason for Variation:						
Expenditure Cash flow (Accumulative):						
	July	August	September	October	November	December
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$
	January	February	March	April	May	June
Estimated	\$	\$	\$	\$	\$	\$
Actual	\$	\$	\$	\$	\$	\$

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KNet Project File No: 2014/15473/02

Project Estimate Record			
Following are the minimum <u>formal</u> estimates required on major infrastructure projects. Please record formal estimates, as they become known.			
	<u>Due</u>	<u>Estimate</u>	<u>Estimate Number</u>
1. Concept Estimate			
1.1 Review 1			
1.2 Review 2			
2. Planning Estimate			
2.1 Review 1			
2.2 Review 2			
3. Detailed Estimate			
4.1 Review 1			
4.2 Review 2			
4. Pre-Tender Estimate			
5. Final Cost			

Log of Approved Variations			
No.	Variation to: Time/Cost/Scope	Date of Sponsor Approval	Reason for Variation

KNet Doc: 9667230

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HON TONY PICCOLO MP

MRS15D0369

Mr Mark Dowd
Chief Executive Officer
City of Onkaparinga
PO Box 1
NOARLUNGA CENTRE SA 5168

Dear Mr Dowd

SCANNED

Disposal Code:
Retention:
No:



**Government
of South Australia**

Minister for Disabilities
Minister for Police
Minister for Correctional Services
Minister for Emergency Services
Minister for Road Safety

Level 2, 45 Pirie Street
ADELAIDE SA 5000

GPO Box 668
ADELAIDE SA 5001

Tel 08 8463 6641
Fax 08 8463 6642

ministerpiccolo@sa.gov.au

2015/2016 STATE BLACK SPOT PROGRAM

Thank you for submitting your Council's proposal to undertake a road safety project under the 2015/16 State Black Spot Program that is being administered by the Department of Planning, Transport and Infrastructure.

The following projects were successful in attracting funding under the program:

- States Road / Sports Park Drive - Intersection Upgrade
 - Provision of a painted median, installation of a pedestrian refuge, removal of on-street parking, realignment of existing bicycle lanes and installation of additional lighting.
 - Approved funding: \$24,200 (GST inclusive)
 - Completion by end of June 2016
- Goldsmith Drive / David Witton Drive - Intersection Upgrade
 - Installation / extension of traffic islands, associated lighting, linemarking and a ban on U-turns.
 - Approved funding: \$45,100 (GST inclusive)
 - Completion by end of June 2016
- Chalk Hill Road / Olivers Road / Field Street - Intersection Upgrade
 - Improvement of vertical alignment, extension of painted median on western approach.
 - Approved funding: \$177,100 (GST inclusive)
 - Completion by end of June 2016

A Funding Deed will need to be entered into by Council (2 copies per project - refer attached). This deed contains information regarding project funding and timing conditions, reporting, and payment arrangements. Please note that Council will contribute one third of the final project cost.

Please insert the required details in item 2 of Schedule 1, attach seal and sign on page 8 and return both copies of the completed deed to:

*Mr Amit Dua
Senior Road Safety Engineer
Safety and Policy Programs
Department of Planning, Transport and Infrastructure
77 Grenfell Street
ADELAIDE SA 5000*

This offer is subject to your Council's acceptance of the contents of the attached Funding Deed. This offer will lapse if the Council's acceptance is not received within 2 weeks of the date of this letter unless a late acceptance is expressly confirmed in writing.

Once received, we will arrange for the Funding Deed to be countersigned by me and one original returned to your office.

It is important that the obligations and conditions in the Funding Deed are met. Work on the projects is to be undertaken in accordance with appropriate Austroads, Australian and Departmental Standards and the requirements of the State Black Spot Program Guidelines, which is available on the internet at:
http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2.

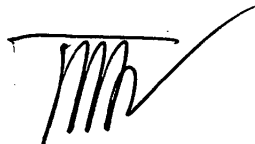
The following project submitted by Council was not successful in gaining Black Spot funding this year as it did not rate as high as other projects:

- Old Coach Road / Tuitt Road - Intersection Upgrade
 - o Provision of channelized right turn lane.

All nominations were assessed and prioritised against the program eligibility criteria. Prioritisation was based on the relative road safety benefit to ensure that consideration was given to the projects providing the greatest safety benefit.

If you have any questions please contact Mr Amit Dua, Senior Road Safety Engineer on telephone number (08) 8343 2416 or via e-mail amit.dua@sa.gov.au.

Yours sincerely



Hon Tony Piccolo MP
Minister for Road Safety

1 / 8 / 2015

Encl. Funding Deed

FUNDING DEED

under

2015-2016 STATE BLACK SPOT PROGRAM

Location	States Road / Sports Park Drive Intersection
Project Description	Provision of a painted median incorporating a right turn lane, installation of pedestrian refuge, removal of on-street parking lanes adjacent to the intersection, realignment of existing bicycle lanes, lighting upgrade.
Project Funding	\$ 24,200.00 (GST Inclusive)

between

MINISTER FOR TRANSPORT AND INFRASTRUCTURE

("Grantor")

and

THE COUNCIL NAMED IN SCHEDULE 1

("Council")

FUNDING DEED

Between:

MINISTER FOR TRANSPORT AND INFRASTRUCTURE, a body corporate pursuant to the *Administrative Arrangements Act 1994*, (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project (**"Project"**) described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose (**"Purpose"**) described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 (**"Funding"**).
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways (**"Commissioner"**).
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner, the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the **"Funding Period"** is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The **"Start Date"** and **"End Date"** are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.

The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

-
- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("*GST Law*").
4. **ADMINISTRATION OF DEED**
- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

- (d) compliance with legislation and generally accepted accounting principles; and
- (e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

- (a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
- (b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

- 6.1 use the Funding only for the Purpose for which the Funding was made;
- 6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 6.4 comply with its constitution;
- 6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;
- 6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and
- 6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

- 7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.
- 7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.
- 7.3 The Council must erect signs on each road approach to the Project that conform to the layout shown in *State Black Spot Program Guidelines* (as published from time to time by the Department) and each sign must remain in place for one year after the completion of works.

8. **TERMINATION**

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. **GENERAL TERMS AND CONDITIONS**

9.1 **Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 **Audit**

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.3 **Acknowledgements**

The Council acknowledges that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or the Project.

9.4 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.5 Assignment

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.6 Publicity

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.7 Consent

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.8 Entire Deed

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.9 Proper Law

The laws in force in South Australia apply to this deed.

9.10 Jurisdiction of Courts

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.11 Compliance with Laws

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.12 Notices

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.13 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.14 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.15 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.16 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.17 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.18 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.19 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

EXECUTED as a DEED

By the Grantor

**THE COMMON SEAL of the
MINISTER FOR TRANSPORT
AND INFRASTRUCTURE**

)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

)
)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Description	Provision of a painted median incorporating a right turn lane, installation of pedestrian refuge, removal of on-street parking lanes adjacent to the intersection, realignment of existing bicycle lanes, lighting upgrade.
-------------------------	---------------------	--

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads).

Details of the Road(s): **States Road / Sports Park Drive Intersection**

LM 143137
#9547802-v2

Is the Road(s) under the care control
and management of the Commissioner
of Highways:

No

Note: If under the care, control and management of the
Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 24,200.00** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2016.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 24,200.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 24,200.00
Total Funding	\$ 24,200.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "**Quarter**" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the **final** invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- (b) quotes the relevant purchase order number allocated by the Grantor;
- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	<p>Quarterly</p> <p>1st Report- 1st September</p> <p>2nd Report-1st December</p> <p>3rd Report-1st March</p> <p>4th Report- 1st June</p> <p>or 7 days from request</p>	<ul style="list-style-type: none"> • The progress of the Project and scheduling of works. • Updated Expenditure forecasts during the term of the funding period. • The management of the Funding (i.e. break down of expenditure of the Funding). • Any changes to the authorised scope of the Project. • Any significant changes to the nature, scope and cost of the activities conducted by the Council. • Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. • Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> • Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council. Standard: <u>If</u> the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.
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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Grantor and the Commissioner make no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
 - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
 - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
 - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
 - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
 - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works (and any infrastructure installed) in accordance with Departmental standards available at:

http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).
- 10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

LM 143137
#9547802-v2

FUNDING DEED
under
2015-2016 STATE BLACK SPOT PROGRAM

Location	Goldsmith Drive / David Witton Drive Intersection
Project Description	Installation / extension of traffic islands to reduce east bound lanes from two to one, installation of a solid median island and mountable kerb and gutter, associated lighting, linemarking and a ban on u-turns.
Project Funding	\$ 45,100.00 (GST Inclusive)

between

MINISTER FOR TRANSPORT AND INFRASTRUCTURE
("Grantor")

and

THE COUNCIL NAMED IN SCHEDULE 1
("Council")

FUNDING DEED

Between:

MINISTER FOR TRANSPORT AND INFRASTRUCTURE, a body corporate pursuant to the *Administrative Arrangements Act 1994*, (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project ("**Project**") described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose ("**Purpose**") described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 ("**Funding**").
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways ("**Commissioner**").
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner, the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the "**Funding Period**" is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The "**Start Date**" and "**End Date**" are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

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- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Law**").
4. **ADMINISTRATION OF DEED**
- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

- (d) compliance with legislation and generally accepted accounting principles; and
- (e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

- (a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
- (b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

- 6.1 use the Funding only for the Purpose for which the Funding was made;
- 6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 6.4 comply with its constitution;
- 6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;
- 6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and
- 6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

- 7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.
- 7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.
- 7.3 The Council must erect signs on each road approach to the Project that conform to the layout shown in *State Black Spot Program Guidelines* (as published from time to time by the Department) and each sign must remain in place for one year after the completion of works.

8. TERMINATION

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. GENERAL TERMS AND CONDITIONS

9.1 Insurance

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 Audit

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.3 Acknowledgements

The Council acknowledges that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or the Project.

9.4 **Indemnity**

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.5 **Assignment**

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.6 **Publicity**

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.7 **Consent**

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.8 **Entire Deed**

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.9 **Proper Law**

The laws in force in South Australia apply to this deed.

9.10 **Jurisdiction of Courts**

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.11 **Compliance with Laws**

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.12 **Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.13 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.14 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.15 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.16 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.17 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.18 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.19 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

EXECUTED as a DEED

By the Grantor

**THE COMMON SEAL of the
MINISTER FOR TRANSPORT
AND INFRASTRUCTURE**

)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____ _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____ _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Description	Installation / extension of traffic islands to reduce east bound lanes from two to one, installation of a solid median island and mountable kerb and gutter, associated lighting, linemarking and a ban on u-turns.
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Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads).

Details of the Road(s): **Goldsmith Drive / David Witton Drive Intersection**

LM 143137
#9549654-v2

Is the Road(s) under the care control
and management of the Commissioner
of Highways:

No

Note: If under the care, control and management of the
Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 45,100.00** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2016.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 45,100.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 45,100.00
Total Funding	\$ 45,100.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "**Quarter**" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- (b) quotes the relevant purchase order number allocated by the Grantor;

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- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	<p>Quarterly</p> <p>1st Report- 1st September</p> <p>2nd Report-1st December</p> <p>3rd Report-1st March</p> <p>4th Report- 1st June</p> <p>or 7 days from request</p>	<ul style="list-style-type: none"> • The progress of the Project and scheduling of works. • Updated Expenditure forecasts during the term of the funding period. • The management of the Funding (i.e. break down of expenditure of the Funding). • Any changes to the authorised scope of the Project. • Any significant changes to the nature, scope and cost of the activities conducted by the Council. • Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. • Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> • Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council. Standard: If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.
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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Grantor and the Commissioner make no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents ; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
- (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
- (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
- (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
- (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
- (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works (and any infrastructure installed) in accordance with Departmental standards available at:
http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).

10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

LM 143137
#9549654-v2

FUNDING DEED
under
2015-2016 STATE BLACK SPOT PROGRAM

Location	Chalk Hill Road / Olivers Road / Field Street Intersection
Project Description	Improve vertical alignment of the western approach to remove crest prior to the stop line, extend painted median on the western approach.
Project Funding	\$ 177,100.00 (GST Inclusive)

between

MINISTER FOR TRANSPORT AND INFRASTRUCTURE
(**"Grantor"**)

and

THE COUNCIL NAMED IN SCHEDULE 1
(**"Council"**)

FUNDING DEED

Between:

MINISTER FOR TRANSPORT AND INFRASTRUCTURE, a body corporate pursuant to the *Administrative Arrangements Act 1994*, (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**"Grantor"**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**"Council"**)

IT IS AGREED:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project ("**Project**") described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose ("**Purpose**") described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 ("**Funding**").
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways ("**Commissioner**").
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner, the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the "**Funding Period**" is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The "**Start Date**" and "**End Date**" are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

-
- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999* ("**GST Law**").
4. **ADMINISTRATION OF DEED**
- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person ("**Grantor's Representative**") for the time being in the position within the Department of Planning, Transport and Infrastructure ("**Department**") set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person ("**Council's Representative**") for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;

(d) compliance with legislation and generally accepted accounting principles; and

(e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

(a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and

(b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

6.1 use the Funding only for the Purpose for which the Funding was made;

6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;

6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;

6.4 comply with its constitution;

6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;

6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;

6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive), prepare financial statements in the nature of General Purpose Financial Statements; and

6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.

7.3 The Council must erect signs on each road approach to the Project that conform to the layout shown in *State Black Spot Program Guidelines* (as published from time to time by the Department) and each sign must remain in place for one year after the completion of works.

8. **TERMINATION**

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. **GENERAL TERMS AND CONDITIONS**

9.1 **Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**Scheme**") and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) ("**Act**") and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 **Audit**

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.3 **Acknowledgements**

The Council acknowledges that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or the Project.

9.4 **Indemnity**

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents ("**those indemnified**") from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.5 **Assignment**

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.6 **Publicity**

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.7 **Consent**

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.8 **Entire Deed**

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.9 **Proper Law**

The laws in force in South Australia apply to this deed.

9.10 **Jurisdiction of Courts**

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.11 **Compliance with Laws**

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.12 **Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if

such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
- (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.13 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.14 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights. A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.15 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.16 Reading down and Severance

In the event that any provision (or portion of any provision of) this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected. The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.17 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.18 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.19 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

EXECUTED as a DEED

By the Grantor

**THE COMMON SEAL of the
MINISTER FOR TRANSPORT
AND INFRASTRUCTURE**

)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**

)
)
)
)
)
)
)
)

was affixed on:

(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:.....

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS

1. THE COUNCIL

Name: **CITY OF ONKAPARINGA**

Site Address: **Ramsay Place, NOARLUNGA CENTRE, South Australia, 5168**

Postal Address: **PO Box 1, NOARLUNGA CENTRE, South Australia, 5168**

ABN: **97 047 258 128**

2. REPRESENTATIVES

Grantor's Representative	Council's Representative
Name: Ms Paula Norman	Name: _____
Position: Manager Safety Strategy, Safety and Policy Programs Department of Planning, Transport and Infrastructure	Position: _____ _____
Address: 77 Grenfell Street ADELAIDE SA 5000	Address: _____ _____
Telephone: (08) 8402 1903	Telephone: _____
E-mail: Paula.Norman@sa.gov.au	E-mail: _____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The Funding is provided for the Purpose of the Council undertaking on the Road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Description	Improve vertical alignment of the western approach to remove crest prior to the stop line, extend painted median on the western approach.
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Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads).

Details of the Road(s): **Chalk Hill Road / Olivers Road / Field Street Intersection**

Is the Road(s) under the care control
and management of the Commissioner
of Highways:

No

Note: If under the care, control and management of the
Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$ 177,100.00** (GST Inclusive)

The Funding Period: Start Date: **1 July 2015.**

End Date: **30 June 2016.**

5. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of **\$ 177,100.00** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$ 177,100.00
Total Funding	\$ 177,100.00

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "**Quarter**" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

(a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;

(b) quotes the relevant purchase order number allocated by the Grantor;

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- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and
- (e) is a valid Tax Invoice in accordance with GST Law.

The "Claim Form" must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	<p>Quarterly</p> <p>1st Report- 1st September</p> <p>2nd Report-1st December</p> <p>3rd Report-1st March</p> <p>4th Report- 1st June</p> <p>or 7 days from request</p>	<ul style="list-style-type: none"> The progress of the Project and scheduling of works. Updated Expenditure forecasts during the term of the funding period. The management of the Funding (i.e. break down of expenditure of the Funding). Any changes to the authorised scope of the Project. Any significant changes to the nature, scope and cost of the activities conducted by the Council. Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. Use Template as per attachment (DPTI PM reporting template (PM203-1))
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> Use Template as per http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2

Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council. Standard: If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.
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7. SPECIAL CONDITIONS

- 7.1 The Safety and Service Division will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)

8. APPLICATION OF THIS SCHEDULE 2

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

9. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

10. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

10.1 The Grantor and the Commissioner make no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

10.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at http://www.dpti.sa.gov.au/contractor_documents ; and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
 - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
 - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
 - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
 - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
 - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works (and any infrastructure installed) in accordance with Departmental standards available at:
http://www.dpti.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).
- 10.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

Attachment

- **DPTI Project Management Quarterly Report Template**

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9.3 Update report on the proposal to revoke community land at Red Cedar Drive Reynella

This is an update on a previously reported subject, concept or issue.

Manager:	Steve Mathewson, Director Finance and Commercial
Report Author:	David Haslam, Property Officer Transactions
Contact Number:	8301 7227
Attachments:	1. Aerial Photograph (1 page) 2. Aerial Photograph showing location of landowners notified (1 page)

1. Purpose

This report details the outcomes from the public consultation phase of the process to revoke the community land classification of Allotments 101 and 102 in Deposited Plan 44566 comprised in Certificates of Title Volume 5319 Folios 659 and 660 respectively, in order to remove the reserve status of the allotments.

2. Recommendations

That for the council owned land described as Allotments 101 and 102 in Deposited Plan 44566 comprised in Certificates of Title Volume 5319 Folios 659 and 660 respectively and bordered in red on attachment 1 to the agenda report, Council:

- 1. notes that no objections were received during the public consultation process**
- 2. recommends a request be submitted to the Minister for Planning for approval to revoke the subject land from its community land classification to enable the Minister for Housing and Urban Development to register mortgages over the subject land**
- 3. requests a final update report once the Minister's decision regarding the revocation process has been received, to enable Council approval to be given to the revocation of the subject land.**

3. Background

At its meeting on 16 June 2015, Council approved the commencement of the revocation process.

Revocation of the subject land is necessary to enable the Minister for Housing and Urban Development (the Minister) to register a mortgage over the land in accordance with a funding agreement entered into between the Minister and the City of Onkaparinga. The mortgage is required to protect the funding advance provided by the Commonwealth (through the Minister) that enabled residences to be erected on the subject land for people with disabilities.

4. Financial Implications

The only financial implication to council will result from meeting the minor advertising and documentary costs associated with the revocation process. These costs are in the order of \$1,000 and will be met through the Property Transactions budget line.

5. Risk and Opportunity Management

Risk	
Identify	Discussion
The subject land is not approved for revocation from its community land classification and the subsequent mortgages cannot be registered.	Council would be in breach of its obligations under the previously signed funding agreement and the Minister could possibly force repayment of the original funding advance plus a percentage of the increased value since that time.

6. Additional information

Public consultation for revocation

The public consultation process closed on 28 August 2015 and involved:

- the placement of a notice in the Southern Times Messenger newspaper on 5 August 2015 outlining relevant details of the proposal, inviting written submissions and providing officer contact details.
- the placement of folders at our four Customer Service Centres outlining relevant details of the proposal, inviting written submissions and providing officer contact details.
- letters of explanation being forwarded to ten adjacent landowners (refer to **aerial photograph location plan of landowner's written as attachment 2 to this agenda report**) inviting comment. A similar letter was also provided to Unity Housing Company as the lessee under the existing management agreement.

No objections or representations to the proposal were received.

Process

In accordance with the legislative process outlined in the *Local Government Act 1999*, Council must seek the consent of the Minister for Planning before it can formally revoke the classification of community land.

A further report will be presented to Council upon receipt of the Minister for Planning's decision to enable Council to formally decide on the revocation.

Proposal to revoke community land at Red Cedar Drive, Reynella

Attachment 1



Description of Land:

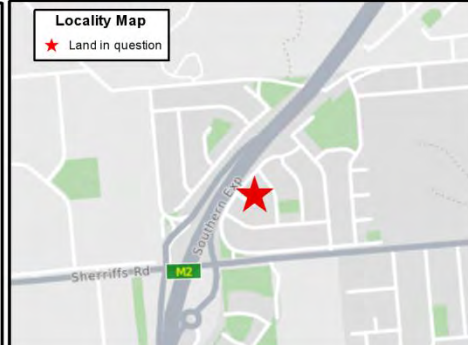
Statements, Annotations and
 Amendments concerning
 Easements:

Legend

Land proposed for
 revocation

Locality Map

★ Land in question



Update report on the proposal to revoke community land at Red Cedar Drive, Reynella

Attachment 2



Description of Land:

Statements, Annotations and Amendments concerning Easements:

Legend

- Subject land proposed for revocation
- Landowners notified

Locality Map

★ Land in question



9.4 2014-15 Budget carried forward items

This is a regular or standard report.

Manager:	Darren Styler, Manager Finance
Report Author:	Kristy McGregor, Acting Team Leader Management Accounting
Contact Number:	8384 0656
Attachments:	<ol style="list-style-type: none">1. Carried forwards - Project and Capital Works 2014-15 (16 pages)2. Carried forwards - Major Projects Fund 2014-15 (2 pages)3. Carried forwards - Operating 2014-15 (6 pages)

1. Purpose

This report provides information on the 2014-15 Budget amounts proposed to be carried forward into the 2015-16 Budget.

2. Recommendation

That the carried forward budgets detailed in this report and in attachment 1 (Project and Capital Works), attachment 2 (Major Projects Fund) and attachment 3 (Operating) to the agenda report be incorporated into the 2015-16 Budget.

3. Background

As part of the annual end of year financial processes those budgets that need to be carried forward into the new financial year budget are identified.

Officers have undertaken the review for 2014-15 and this report provides proposed budget items to be carried forward into 2015-16 to enable the continuation and completion of the 2014-15 programs, projects and capital works.

4. Financial Implications

This report provides information on the 2014-15 Budget amounts proposed to be carried forward into the 2015-16 Budget.

Carry forward amounts have reduced from \$12.9m at 2013-14 to \$9.4m at 2014-15. Whilst this represents a \$3.5m (approximately) reduction year on year, carry forwards still remain above our long term target of \$7m.

We will continue to work towards reducing carry forward amounts to the target by the end of 2015-16.

5. Risk and Opportunity Management

Risk	
Identify	Mitigation
Failure to deliver prior years approved programs, projects and capital works programs not completed as at 30 June 2015.	Carry forward budgets are required in order to progress programs, projects and capital works not completed at 30 June 2015. This report outlines the carry forwards required.

6. Additional information

Due to the range of operational, timing and funding issues not all programs, projects and capital works can be completed in the year they were budgeted. As a result officers undertake a process to review the end of year actual income and expenditure items against the budget. Based on this review those budgets that need to be carried forward into the new financial year budget are identified.

Carried forward budget items contained in this report are items of income or expenditure included in the 2014-15 Budget that were not received or fully spent by 30 June 2015. This report provides proposed budget items to be carried forward into 2015-16 to enable the completion of the 2014-15 programs, projects and capital works.

The carried forward attachments (attachments 1, 2 and 3 to this report) have a legend which describes the nature of each of the items being carried forward. This legend is as follows:

Type 1 Works in progress, project engagement, concept or design commenced

Type 2 Multi year project (not limited to a financial year)

Type 3 Pending approvals/negotiation

Type 4 Income pending

Type 5 Related external funding

Project and Capital Works

The following table provides a summary of proposed Project and Capital Works (PCW) carried forwards for 2014-15 compared to prior years:

	2011-12	2012-13	2013-14	2014-15
Project and Capital Works	\$7,348,068	\$9,941,155	\$8,611,538	\$6,175,301

Attachment 1 provides details of proposed PCW carried forward items for 2014-15 grouped by PCW category.

Major Projects Fund

The Major Projects Fund (MPF) was initiated as part of the 2007-08 Budget process. The MPF constitutes a *plan within a plan* with a specific funding strategy

based on loans, grants and a fixed allocation of general rate revenue. Projects in the MPF are generally planned and delivered over two or more years and as such the MPF should not be viewed as an annual plan. The following table provides a summary of the proposed MPF carried forwards for 2014-15 compared to prior years:

	2011-12	2012-13	2013-14	2014-15
Major Projects Fund	\$1,887,571	\$4,284,810	\$3,210,757	\$2,056,709

Attachment 2 provides details of proposed MPF carried forward items for 2014-15.

Operating

Operating carried forwards generally relate to externally funded activities where there is an obligation to deliver the programs and services in accordance with the conditions of funding or where programs or works have commenced and funds are committed.

The following table provides a summary of proposed operating carried forwards for 2014-15 compared to prior years:

	2011-12	2012-13	2013-14	2014-15
Operating	\$1,710,501	\$1,371,963	\$1,137,711	\$1,237,794

Attachment 3 provides details of proposed operating carried forward items for 2014-15.

Carried forward summary

The following table outlines the total carried forward items by type (as contained in attachments 1, 2 and 3):

Type	Description	Budget
Type 1	Works in progress, project engagement, concept or design commenced	\$4,731,404
Type 2	Multi year project (not limited to a financial year)	\$6,083,607
Type 3	Pending approvals/negotiation	\$681,503
Type 4	Income pending	(\$85,000)
Type 5	Related external funding	(\$1,941,710)

Borrowings and total debt position

As detailed as part of the 2015-16 financial planning and budgetary process we have continued to refine our cash flow forecasting to ensure it more appropriately reflects where we believe our actual borrowings and total debt position will be at

the end of any financial year (as opposed to reflecting our approved borrowing position which assumes there are no carry forwards).

As a result the difference between forecast and actual borrowings as at 30 June 2015 will be discussed as part of the General Purpose Financial Statements report that will be considered by Council at its meeting on 10 November 2015.

Next steps

Following Council approval the carried forwards for 2014-15 will be incorporated into the budget for 2015-16. These amounts will be included in the approved budget presented to Council as part of the monthly financial reporting.

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
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Buildings

Accommodation project - Noarlunga	273,000	Type 1	Works in progress	31/03/2016
Aldinga Bay Surf Life Saving Club	3,200	Type 1	Works in progress	31/08/2015
Community assets facilities - condition audit	71,769	Type 1	Works in progress	31/12/2015
Coromandel Community Centre pergola replacement	10,000	Type 1	Works in progress	30/06/2015
Heritage Buildings - review & update conservation plans	60,000	Type 3	Pending approvals/negotiation	31/03/2016
Kangarilla recreation ground	183,232	Type 1	Works in progress	30/06/2016
Moana Surf Life Saving Club – glass door replacement	20,000	Type 1	Works in progress	31/07/2015
Noarlunga office ground floor refurbishment	226,130	Type 1	Works in progress	29/06/2016
Noarlunga office roof replacement	15,000	Type 1	Works in progress	31/08/2015
Public toilet - Old Reynella	188,780	Type 1	Works in progress	31/03/2016

Attachment 1

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Saubier Homestead upgrade	51,604	Type 1	Works in progress	24/09/2015
Seaford Moana Neighbourhood Centre	5,000	Type 3	Pending approvals/negotiation	31/08/2015
Seaford skate public toilet	120,887	Type 1	Works in progress	10/07/2015
Stage 3 - Watchman Property Community Centre	1,100	Type 1	Works in progress	31/10/2015
Willunga water tower	60,000	Type 1	Works in progress	30/09/2015
	1,289,702			

Bus Stop Infrastructure

Bus shelter Disability Discrimination Act compliance	6,000	Type 1	Works in progress	30/06/2016
Bus shelters Government funded	1,000	Type 1	Works in progress	30/06/2016
	7,000			

Car Parks

Gull Rock car park, Port Willunga	35,429	Type 1	Works in progress	30/06/2016
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Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Kangarilla Community Hall CS1002	34,939	Type 3	Pending approvals/negotiation	5/02/2016
	70,368			

Coastal Management				
Clarke Street/Esplanade, Port Noarlunga	208,675	Type 1	Works in progress	26/10/2015
Esplanade Sellicks Beach - New	96,325	Type 1	Works in progress	28/08/2015
Gordon St, Aldinga - coastal cliff top stability	265,000	Type 1	Works in progress	12/10/2015
Gulf Street/Esplanade, Seaford	200,850	Type 1	Works in progress	26/10/2015
Port Willunga - Beach Access/Walkways	1,900	Type 2	Multi year project	30/06/2016
	772,750			

Commercial Activity				
Cemeteries upgrades	57,000	Type 1	Works in progress	31/03/2016
Kangarilla cemetery master plan	18,560	Type 1	Works in progress	30/09/2015
	75,560			

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
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Community, Culture and Libraries

Digital Hub (NBN) expense	10,561	Type 2	Multi year project	30/06/2016
Digital Hub salary	23,122	Type 2	Multi year project	30/06/2016
Flexible art spaces	24,957	Type 1	Works in progress	31/10/2015
	58,640			

Community, Culture and Libraries Income

Digital Hub (NBN) income	(33,683)	Type 5	External funding	30/06/2016
	(33,683)			

Economic and Employment Development

14-15 Building family opportunities in southern Adelaide	80,000	Type 2	Multi year project	30/06/2016
Aboriginal employment program	1,146	Type 2	Multi year project	30/06/2016
Career Development Services	7,302	Type 2	Multi year project	30/06/2016
DFEEST 2014 priority project expense	23,750	Type 2	Multi year project	30/06/2016

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
DFEEST SAWorks 2014-15	390,341	Type 2	Multi year project	30/06/2016
DFEEST Skills for Jobs 2013-14	70,414	Type 2	Multi year project	30/06/2015
Digital economy strategy	33,345	Type 3	Pending approvals/negotiation	30/06/2016
Economic development implementation	14,921	Type 2	Multi year project	30/06/2016
Main street activation (MAP)	929	Type 2	Multi year project	31/12/2015
Onkaparinga tourism Strategic Management Plan implementation	4,000	Type 1	Works in progress	31/10/2015
Onkaparinga visitor guide	13,000	Type 1	Works in progress	31/12/2015
Regions at work - salaries support	81,596	Type 2	Multi year project	30/06/2016
Small business support service	195,992	Type 2	Multi year project	30/06/2016
	916,736			

Economic and Employment Development Income:

14-15 Building family opportunities in southern Adelaide	(80,000)	Type 5	External funding	30/06/2016
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Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Career development service income	(5,000)	Type 5	External funding	30/06/2016
DFEEST 2014 priority project	(23,750)	Type 5	External funding	30/06/2016
DFEEST SAWorks 2014-15	(390,250)	Type 5	External funding	30/06/2016
DFEEST Skills for Jobs 2013-14	(74,124)	Type 5	External funding	30/06/2015
Salary contribution - regions at work	(59,136)	Type 5	External funding	30/06/2016
	(632,260)			

Environmental Projects

Biodiversity interpretive signs	10,200	Type 1	Works in progress	4/12/2015
Environmental risk & compliance	43,107	Type 2	Multi year project	30/06/2016
Sustainability content website	1,500	Type 1	Works in progress	30/06/2016
Sustainable Onkaparinga community workshops	2,171	Type 2	Multi year project	30/06/2016
	56,978			

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
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Footpaths

Black Road, Aberfoyle Park	10,000	Type 1	Works in progress	30/06/2016
Brook Drive, Aberfoyle Park	11,372	Type 1	Works in progress	30/06/2016
Commercial Rd, Port Noarlunga South	24,390	Type 1	Works in progress	30/06/2016
Esplanade, Port Noarlunga	261,045	Type 1	Works in progress	31/12/2015
Main Road, Coromandel Valley	48,180	Type 3	Pending approvals/negotiation	30/06/2016
	354,987			

Lighting

Glendale Ave/Black Rd, Flagstaff Hill	13,000	Type 1	Works in progress	30/09/2015
McLaren Vale and Fleurieu Visitors Centre car park	71,000	Type 1	Works in progress	11/09/2015
	84,000			

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
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Open Space

Hall Crescent shared use path	88,197	Type 1	Works in progress	30/06/2016
	88,197			

Organisational Response

Electronic capture of microfiche records	99,953	Type 1	Works in progress	30/09/2015
New website platform - Onkaparinga	50,452	Type 1	Works in progress	30/06/2016
Payroll & HR management system	95,325	Type 3	Pending approvals/negotiation	30/06/2016
Risk Project	263,117	Type 2	Multi year project	30/06/2016
System Productivity - upgrade & enhance existing systems	44,803	Type 1	Works in progress	30/04/2016
	553,650			

Placemaking

Aldinga Beach Road - streetscapes	9,024	Type 1	Works in progress	31/12/2015
Alexander Kelly Drive, Noarlunga	60,000	Type 1	Works in progress	28/05/2016

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Character preservation (McLaren Vale) district townships	20,000	Type 1	Works in progress	30/10/2015
Christie Downs 20 year Master Plan	13,040	Type 1	Works in progress	30/06/2016
City-wide signage framework - stage 1	24,000	Type 1	Works in progress	30/09/2015
Noarlunga Regional Centre - Restructure Plan	238,173	Type 2	Multi year project	30/06/2016
Placemaking charter & corporate training program	44,005	Type 2	Multi year project	30/06/2016
Ramsay Place - A place for everyone	93,400	Type 1	Works in progress	29/05/2016
Seaford district centre - precinct plan	40,000	Type 2	Multi year project	29/07/2015
Seaford railway station - Main Street	41,917	Type 1	Works in progress	30/06/2016
Tourism attraction signs - expressway duplication	12,231	Type 1	Works in progress	31/12/2015
Tourism precinct signage	9,744	Type 3	Pending approvals/negotiation	30/11/2015

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Wearing Street precinct plan	46,962	Type 1	Works in progress	24/03/2016
	652,496			

Roadworks General

Bagshaw Rd, McLaren Flat 1st creek guard rail	16,940	Type 1	Works in progress	31/08/2015
Bagshaw Rd, McLaren Flat 2nd creek guard rail	11,370	Type 1	Works in progress	31/08/2015
Baker Gully Road/Chapel Hill Road/Chaffey's Road intersection, Kangarilla	6,589	Type 2	Multi year project	20/11/2015
Blewitt Springs Rd, Blewitt Springs	157,321	Type 2	Multi year project	28/01/2016
Chrysler Road, Lonsdale	113,050	Type 2	Multi year project	17/09/2015
General reseals	300,802	Type 2	Multi year project	20/06/2016
Grange Walk, Morphett Vale	86,156	Type 1	Works in progress	30/06/2016
McMurtrie/Hunt Road, McLaren Vale	12,449	Type 1	Works in progress	30/09/2015
Pedlar Rd, McLaren Vale - guard rail	51,000	Type 1	Works in progress	31/08/2015

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Plains Road, Aldinga	230,120	Type 2	Multi year project	17/10/2015
Shetland Street, Woodcroft	10,000	Type 1	Works in progress	31/10/2015
Urgent & general roadworks	50,000	Type 1	Works in progress	30/06/2016
	1,045,797			

Roadworks General Income

Bagshaw Rd, McLaren Flat 1st creek guard rail	(19,500)	Type 5	External funding	31/08/2015
Bagshaw Rd, McLaren Flat 2nd creek guard rail	(18,000)	Type 5	External funding	31/08/2015
McMurtrie/Hunt Road, McLaren Vale	(105,000)	Type 5	External funding	30/09/2015
Pedlar Rd, McLaren Vale - guard rail	(34,000)	Type 5	External funding	31/08/2015
	(176,500)			

Sport and Active Recreation

Authorised BMX track signage	5,000	Type 1	Works in progress	30/09/2015
BMX track upgrades	9,266	Type 1	Works in progress	30/09/2015

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Clarendon recreation ground concept plan	3,328	Type 1	Works in progress	31/12/2015
Environmental impact assessment - Tom Roberts Horse Trail Network	10,000	Type 1	Works in progress	30/11/2015
Healthy lifestyle project	59,679	Type 3	Pending approvals/negotiation	30/06/2016
Kangarilla Pony Club master plan	7,000	Type 1	Works in progress	30/09/2015
Kangarilla tennis & netball courts relocation	15,000	Type 1	Works in progress	31/03/2016
Onka Rugby sports lighting upgrade	10,182	Type 1	Works in progress	30/09/2015
O'Sullivan Beach sports ground master plan	24,031	Type 1	Works in progress	31/03/2016
Port Noarlunga recreation ground master plan	19,031	Type 1	Works in progress	31/12/2015
Reynella sports ground master plan	14,031	Type 1	Works in progress	31/03/2016
Second dog park feasibility study	10,000	Type 1	Works in progress	30/06/2016
Southern sporting complex	39,200	Type 3	Pending approvals/negotiation	30/09/2015

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Sports lighting installation & replacement	50,000	Type 3	Pending approvals/negotiation	31/03/2016
	275,748			

Strategic Planning

Christie Downs Regeneration master plan	15,142	Type 1	Works in progress	28/11/2015
Cycling study	42,000	Type 1	Works in progress	30/06/2016
Development plan review	55,000	Type 2	Multi year project	30/06/2016
Employment lands study	19,320	Type 1	Works in progress	30/10/2015
Environment Strategic Management Plans	33,988	Type 2	Multi year project	30/06/2016
Exxon-Mobil Port Stanvac Master Plan	20,000	Type 3	Pending approvals/negotiation	30/06/2016
Open space plan	30,000	Type 1	Works in progress	30/06/2016
Recreational Trails Network Strategy & Action Plan 2007-12	50,230	Type 1	Works in progress	30/06/2016
Review of integrated transport	19,641	Type 1	Works in progress	30/06/2016

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Review of role of Aldinga airfield	7,474	Type 1	Works in progress	30/06/2016
Road network plan review	68,800	Type 1	Works in progress	31/12/2015
Strategic Framework documents	12,303	Type 1	Works in progress	30/06/2016
Waste management Strategic Management Planning	2,953	Type 1	Works in progress	30/06/2016
Wilfred Taylor Regional Reserve	39,950	Type 3	Pending approvals/negotiation	28/02/2016
Youth indicators and measures	4,800	Type 1	Works in progress	31/08/2015
	421,601			

Traffic Management

Clarke Street/Esplanade, Port Noarlunga	90,000	Type 1	Works in progress	30/10/2015
Corn Street, Old Reynella	8,000	Type 1	Works in progress	31/12/2015
Line marking new - general	5,765	Type 1	Works in progress	30/06/2016
Signs new - general	1,843	Type 1	Works in progress	30/06/2016

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15

Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
The Lane, O'Halloran Hill	15,470	Type 1	Works in progress	30/06/2016
Urgent & general traffic control	15,000	Type 1	Works in progress	31/12/2015
	136,078			

Water Resources

Catchments 27 & 28 Christies Beach	14,225	Type 1	Works in progress	30/09/2015
East Way/Scenique Way drainage	58,826	Type 1	Works in progress	18/12/2015
Flood alert monitoring	18,513	Type 1	Works in progress	30/10/2015
Flood mitigation options investigation	80,000	Type 3	Pending approvals/negotiation	31/12/2015
Pedler Creek flood monitoring & alert	7,227	Type 1	Works in progress	31/12/2015
Stormwater Management Strategy	40,310	Type 1	Works in progress	18/12/2015
Water quality monitoring	19,386	Type 1	Works in progress	31/12/2015

Attachment 1

CARRIED FORWARDS - PROJECT AND CAPITAL WORKS 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Willunga basin watercourses catchment	16,669	Type 1	Works in progress	31/12/2015
	255,156			
Water Resources Income				
Catchments 27 & 28 Christies Beach	(30,000)	Type 5	External Funding	30/09/2015
Flood alert monitoring	(4,000)	Type 5	External Funding	31/12/2015
Flood mitigation options investigation	(40,000)	Type 5	External Funding	31/12/2015
Willunga basin watercourses catchment	(23,700)	Type 5	External Funding	31/12/2015
	(97,700)			
Project and Capital Works Carry Forwards		6,175,301		

Attachment 2

CARRIED FORWARDS - MAJOR PROJECTS FUND 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Major Projects Fund Expenditure				
Aldinga library /community facility	233,819	Type 2	Multi year project	30/06/2016
Aldinga township upgrade	44,359	Type 2	Multi year project	30/06/2016
Clarendon streetscapes upgrade	349,920	Type 2	Multi year project	30/11/2015
Foreshore Access Plan - Stage 2 implementation	81,548	Type 2	Multi year project	27/05/2016
Foreshore Access Plan - Stage 5	1,017,305	Type 2	Multi year project	30/06/2016
Foreshore Access Plan - Stage 6	35,712	Type 2	Multi year project	30/06/2016
Frank Hilton Reserve landfill	207,000	Type 2	Multi year project	30/06/2016
Kangarilla landfill	412,460	Type 2	Multi year project	30/06/2016
McLaren Vale streetscape	137,187	Type 2	Multi year project	30/06/2016
Remediation contaminated land	277,316	Type 2	Multi year project	30/06/2016

Attachment 2

Attachment 2

CARRIED FORWARDS - MAJOR PROJECTS FUND 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Willunga township project	47,637	Type 2	Multi year project	30/06/2015
	2,844,263			
Major Projects Fund Income				
Aldinga library /community facility	(190,000)	Type 5	External funding	30/06/2016
Clarendon streetscapes upgrade	(167,542)	Type 5	External funding	30/11/2015
Foreshore Access Plan - Stage 2 implementation	(31,548)	Type 5	External funding	30/06/2016
Foreshore Access Plan - Stage 5	(398,464)	Type 5	External funding	30/06/2016
	(787,554)			
Major Project Fund Carry Forwards		2,056,709		

Attachment 3

CARRIED FORWARDS - OPERATING 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Operating Expenditure				
Active Australia project	26,141	Type 3	Pending approvals/negotiation	30/06/2016
Aged Care Housing Partnership	60,300	Type 2	Multi year project	30/06/2016
Asset information	54,878	Type 1	Works in progress	30/06/2016
Asset management plans	15,000	Type 1	Works in progress	30/06/2016
CCRF training expenses	20,000	Type 1	Works in progress	30/06/2016
Community land management	22,262	Type 2	Multi year project	30/06/2016
Community Placement Network	14,985	Type 2	Multi year project	30/06/2016
Community programs projects	10,747	Type 2	Multi year project	30/06/2016
Finance programs projects	41,000	Type 1	Works in progress	30/12/2015
Contaminated land management	76,497	Type 2	Multi year project	30/06/2016
Contract procurement programs	80,000	Type 3	Pending approvals/negotiation	30/11/2015

Attachment 3

CARRIED FORWARDS - OPERATING 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Corporate phones and data	40,000	Type 1	Works in progress	30/06/2016
Creating Places	20,910	Type 1	Works in progress	30/06/2016
Design - personal protective clothing	1,230	Type 1	Works in progress	30/09/2015
Design consultancy work	23,999	Type 1	Works in progress	30/06/2016
Digital Local Government Program	90,434	Type 2	Multi year project	30/06/2016
Donations Aldinga library	422	Type 2	Multi year project	30/06/2016
Festivals	3,600	Type 1	Works in progress	30/11/2015
Field operations vehicle GPS	28,213	Type 1	Works in progress	30/06/2016
Friendship Club - transport expenses	8,500	Type 2	Multi year project	30/06/2016
Hardware maintenance	10,000	Type 1	Works in progress	30/09/2015
Home and Community Care - community links	600	Type 2	Multi year project	30/06/2016

Attachment 3

CARRIED FORWARDS - OPERATING 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Home and Community Care Transition - community placement network	37,262	Type 2	Multi year project	30/06/2016
Home and Community Care Transition - general operating expenses	77,906	Type 2	Multi year project	30/06/2016
Home and Community Care Transition - expense	3,684	Type 2	Multi year project	30/06/2016
Home and Community Care Transition - respite	36,985	Type 2	Multi year project	30/06/2016
Home and Community Care Transition - social support	39,435	Type 2	Multi year project	30/06/2016
Home and Community Care Transition - sustaining independence	13,220	Type 2	Multi year project	30/06/2016
Internal audit	50,000	Type 1	Works in progress	31/12/2015
IT contract support	50,000	Type 1	Works in progress	31/03/2016
Kangarilla land fill monitoring	59,821	Type 2	Multi year project	30/06/2016
Kookaburra Club program expenses	2,600	Type 2	Multi year project	30/06/2016
Kookaburra club transport expenses	17,900	Type 2	Multi year project	30/06/2016

Attachment 3

CARRIED FORWARDS - OPERATING 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Lease costs	99,608	Type 1	Works in progress	30/11/2015
National Respite for Carers Program - agency brokerage	5,010	Type 2	Multi year project	30/06/2016
Natural Resource Management - education	31,130	Type 1	Works in progress	30/06/2016
Natural Resource Management - operating expenses	9,034	Type 1	Works in progress	30/06/2015
Natural Resource Management - program expenses	1,287	Type 1	Works in progress	30/06/2016
New software and upgrades	900	Type 1	Works in progress	31/08/2015
Northern Community Transport	49,911	Type 2	Multi year project	30/06/2016
Obesity Prevention and Lifestyle	23,818	Type 2	Multi year project	30/06/2016
Onkaparinga Youth Services	24,413	Type 1	Works in progress	31/12/2015
Organisational culture	93,901	Type 2	Multi year project	30/06/2016
Photography	32,866	Type 1	Works in progress	31/12/2015

Attachment 3

CARRIED FORWARDS - OPERATING 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date
Positive Ageing Strategy Management Plan	32,128	Type 1	Works in progress	30/06/2016
Purchases funded from library donations (Hub library)	909	Type 2	Multi year project	30/06/2016
Recreation projects	8,256	Type 2	Multi year project	30/06/2016
Respite Service - program expenses	6,600	Type 2	Multi year project	30/06/2016
Respite Services - contract employees	24,551	Type 2	Multi year project	30/06/2016
Service locations	26,519	Type 1	Works in progress	29/01/2016
Southern Region Collaboration - program expenses	14,570	Type 2	Multi year project	30/06/2016
Southern Services Reform Group - employee expenses	6,393	Type 2	Multi year project	30/06/2016
Southern Services Reform Group - operating expenses	400	Type 2	Multi year project	30/06/2016
Southern Services Reform Group - program expenses	2,048	Type 2	Multi year project	30/06/2016
Surveying expenses	4,024	Type 1	Works in progress	30/06/2016
	1,536,807			

Attachment 3

CARRIED FORWARDS - OPERATING 2014-15				
Description	Proposed Carry Forward	Type	Type Description	Estimated Completion Date

Operating Income				
Age friendly guidelines and toolkit	(32,128)	Type 5	External funding	30/06/2016
Digital Local Government Program	(90,434)	Type 5	External funding	30/06/2016
Natural Resource Management Education Grants	(41,451)	Type 5	External funding	30/06/2016
Northern community transport - income	(50,000)	Type 5	External funding	30/06/2016
Sale of mobile library van	(85,000)	Type 4	Income pending	30/09/2015
	(299,013)			

Operating Carry Forwards	1,237,794			
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9.5 Elected member attendance at The 3rd Annual Women in Leadership SA Summit 2015

This is a regular or standard report.

Manager: Karyn Ryan, Manager Risk and Compliance (Acting)

Report Author: Sue Hammond, Governance Officer

Contact Number: 8384 0747

Attachments: 1. Elected member application forms (3 pages)
2. Conference program (7 pages)

1. Purpose

Council is required to approve the attendance of elected members wishing to attend a conference where the total cost is over \$1,000. Councillors Hazel Wainwright, Robyn Holtham and Heather Merritt have indicated they wish to attend The 3rd Annual Women in Leadership SA Summit 2015 being held on 24 and 25 November 2015 at the Mercure Grosvenor Hotel, Adelaide.

2. Recommendation

That Council approve the attendance and associated costs as detailed in this report as per the Elected member allowance, benefits and support procedure 2014 for Councillors Hazel Wainwright, Robyn Holtham and Heather Merritt to attend The 3rd Annual Women in Leadership SA Summit 2015 being held on 24 and 25 November 2015 at the Mercure Grosvenor Hotel, Adelaide.

3. Background

The Elected member allowance, benefits and support procedure 2014 adopted by Council on 9 December 2014 provides the opportunity for elected members to attend training courses and conferences as per section 2.4.2 and 2.4.3 of the procedure (available at www.onkaparingacity.com).

4. Financial Implications

Funds are available to meet the costs of the conference in the elected member training and development budget line.

Please note that the annual budget for 2015-16 is \$20,000 for courses and conferences, and \$30,000 for elected member group training.

To date the available balance of the budget for courses and conferences is \$16,450. Should Council approve this request, the available balance for 2015-16 would be \$9,115.

5. Risk and Opportunity Management

Risk	
Identify	Mitigation
The Strategic Directions Committee is unable to fulfil its function due to lack of quorum for its meeting on 24 November 2015.	<p>As per the Elected member allowance, benefits and support procedure 2014, section 2.4.3:</p> <ul style="list-style-type: none"> • No more than 25% of councillors (not including the Mayor) should attend any one training course or conference. • In the event that more than 25% of councillors (not including the Mayor) wish to attend a training course or conference, preference should be given to those who have not previously attended that particular training course or conference within the preceding four years.
Opportunity	
Identify	Maximising the opportunity
<p>Provides opportunity for:</p> <ul style="list-style-type: none"> • understanding leadership • honing communication skills • effective networking to strengthen leadership goals 	<p>In line with section 2.4.10 of the Elected member allowance, benefits and support procedure 2014, elected members attending training courses or conferences shall provide an assessment of the conference to Council via Weekly News, within two months of attendance.</p>

6. Additional information

Application forms have been received from Councillors Hazel Wainwright, Robyn Holtham and Heather Merritt and are included at attachment 1.

The conference program is included at attachment 2.

Mayor Rosenberg is a guest speaker at this conference, and as such there is no cost for her attendance.

The cost per person is \$2,689.50 (including GST) which includes course materials, refreshments and lunches. Additional costs will be travel and parking expenses.

Attachment 1



Elected Member application to attend a training course or conference

Name: Hazel Wainwright

Date of course/conference: 24th and 25th Nov 2015

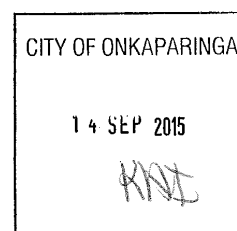
Name of course/conference: Women in Leadership SA Summit 2015 -

Name course/conference provider: Liquid Learning

Venue of course/conference: Mercure Grosvenor Hotel Adelaide

Cost of course/conference: see attached

Briefly explain program/content or attach program: see attached



Advise your particular interest in attending: I would like to attend this conference so as to assist me in my role in leading the community through various issues

Provide proposed benefits of attending for Council and the individual and the relevance to local government: This Summit has many varied female leaders in the community and I feel I would learn 'key strategies and solutions for enhancing leadership effectiveness..... in a changing environment'. It would also assist me with cultivating effective communication and strategic thinking within the Chamber.

Advise any expenses not already identified in the course/conference program:

Parking ~~and lunch~~

Please return completed form to Karen Ingram, Governance Officer email: karing@onkaparinga.sa.gov.au

Approval required by the Manager Risk and Compliance if the total cost is under \$1000

Signature: _____ Date: _____

Approval required by Council if the total cost is over \$1000 and/or interstate. Optional comments from CEO for inclusion in report to Council

(please attach additional information if required)

ARK 14/9/15 KNT



Elected Member application to attend a training course or conference

Name: Cr Robyn Holtham

Date of course/conference: 24-25 NOV. 2015

Name of course/conference: 3rd Annual Women in Leadership South Australia Summit 2015

Name course/conference provider:

'Liquid Learning'

Cost of course/conference: \$2689.50 – Two day summit only, no workshops

Briefly explain program/content or attach program:

http://www.liquidlearning.com.au/documents/WILA1115/WILA1115_E.pdf

- Personal insights from experienced female leaders
- Practical advice for career advancement and leadership development
- Overcoming common career hurdles through proven means
- Leading effectively through adversity and hardship

Advise your particular interest in attending:

Professional and personal development

Provide proposed benefits of attending for Council and the individual and the relevance to local government:

Learning from high profile women in leadership, networking, increased professional confidence and presentation ability

Advise any expenses not already identified in the course/conference program:

Travelling , parking

Please return completed form to Karen Ingram, Governance Officer email:
karing@onkaparinga.sa.gov.au

Approval required by the Manager Risk and Compliance if the total cost is under \$1000

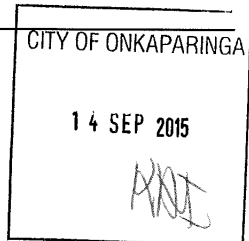
Signature: _____

Date: _____

Approval required by Council if the total cost is over \$1000 and/or interstate. Optional comments from CEO for inclusion in report to Council

(please attach additional information if required)

AKK 14/09/15 AKK





Elected Member application to attend a training course or conference

Name: Heather Merritt Date of course/conference: 23 & 24 November 2015

Name of course/conference: The 3rd Annual Women in Leadership SA Summit 2015

Name course/conference provider: Liquid Learning

Venue of course/conference: Mercure Grosvenor Hotel Adelaide

Cost of course/conference: \$2295 + GST = (\$2524.50) super saver rate

Briefly explain program/content or attach program:
attached

CITY OF ONKAPARINGA
14 SEP 2015
<i>AMZ</i>

Advise your particular interest in attending:
Support for women in leadership

Provide proposed benefits of attending for Council and the individual and the relevance to local government:

Advise any expenses not already identified in the course/conference program:
cabcharge

Please return completed form to Karen Ingram, Governance Officer email:
karing@onkaparinga.sa.gov.au

Approval required by the Manager Risk and Compliance if the total cost is under \$1000

Signature: _____ Date: _____

Approval required by Council if the total cost is over \$1000 and/or interstate. Optional comments from CEO for inclusion in report to Council

(please attach additional information if required)

KSK 19/11/15 AMZ

Attachment 2

The 3rd Annual Women in Leadership SA Summit 2015

Key Strategies and Solutions for Enhancing Leadership Effectiveness
and Career Advancement in a Changing Environment

FEATURED SPEAKERS

- | | | |
|---|--|---|
|  | Professor Brenda Wilson
Lieutenant Governor of South Australia |  |
|  | Maria-ann Camilleri General Manager Retail Banking
BankSA |  |
|  | Jan Sutherland Chief Executive Officer
Sport SA |  |
|  | Bronwyn Killmier Assistant Commissioner, Metropolitan
Operations Service
South Australia Police |  |
|  | Cathie Brown Executive Director, Business Development
and Regions
TAFE SA |  |
|  | Dr Jackie Craig Chief, Cyber and Electronic Warfare
Division
Defence Science and Technology Organisation |  |
|  | Professor Pascale Quester Deputy Vice Chancellor, Vice
President (Academic)
University of Adelaide |  |
|  | Aimee Chadwick Group Manager, Organisation
Transformation / Chair
Oz Minerals / Women in Resources South Australia |  |
|  | Jayne Johnston Chief Education Officer
Department of Education and Childhood Development |  |
|  | Sonya Furey General Manager Customer Relations
SA Power Networks |  |
|  | Laura Schonfeldt Head of Human Resources
Elders Limited |  |
|  | Tahnya Donaghy Deputy Chief Executive Premier's
Policy and Strategy Group
Department of the Premier and Cabinet |  |
|  | Bronwyn Klei General Manager Adelaide Strikers
South Australian Cricket Association |  |
|  | Julianne TePohe Chief Corporate Officer
Department of Planning, Transport and Infrastructure |  |
|  | Carol Turnbull Chief Executive Officer
Ramsay Health Care SA Mental Health Services |  |
|  | Professor Nancy Cromar Pro Vice-Chancellor
Flinders University |  |
|  | Jane Lavender-Baker Executive General Manager,
Corporate Affairs
Australian Rail Track Corporation |  |
|  | Cathy Miller Chief Executive Officer
Minda Incorporated |  |
|  | Lorraine Rosenberg Mayor
City of Onkaparinga |  |
|  | Denise McMillan-Hall Executive Director Corporate,
Business and Support Services
SA Ambulance Service |  |
|  | Squadron Leader Marija Jovanovich Squadron Leader,
Qualified Test Pilot
Royal Australian Air Force |  |
|  | Tina Hudson General Manager People and Collaboration
National Pharmacies | |
|  | Connie Diano Principal
Beyond Your Now | |

Advice to my Younger Self

Pre-Summit Workshop

23 November 2015

Summit

24 & 25 November 2015

Post-Summit Workshop

26 November 2015

Mercure Grosvenor Hotel Adelaide

EXPLORE

-  Personal insights from experienced female leaders
-  Practical advice for career advancement and leadership development
-  Overcoming common career hurdles through proven means
-  Leading effectively through adversity and hardship

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Pre-Summit Workshop

23 November 2015

9.00 - 4.30

Strengthening Core Leadership Skills

Women in senior and executive leadership roles need to efficiently manage their teams, achieve organisational targets and handle any complications that may arise. With workloads increasing, there is growing pressure to effectively deliver results. In order to effectively manage all the various tasks and challenges that present themselves, a capable leader needs a well-developed set of core skills.

A strong skill base is the bedrock for senior leadership success, at once providing a robust framework from which to engage and guide your team, demonstrating a leader's own capacity and firmly underpinning a team's trust. In this full day intensive workshop, delegates will expand their skill set and strengthen existing techniques for leading in their organisation. The hands-on workshop will provide practical methods and processes for leadership. It will explore:

Establishing a reputation as a leader

- Get noticed as a leader
- Assert your credibility as a leader

Effective communication

- Managing difficult conversations
- Motivating your team

Managing large workloads

- Planning and prioritising
- Strategic thinking

Personal leadership attributes

- Developing an authentic leadership style
- Cultivating personal strengths

Expert Facilitator: Jodie Nevid Trainer/Coach The 7 Effect

Jodie Nevid is recognised as one of the most effective facilitators in her field. As an international speaker, coach, consultant and facilitator, Jodie has developed herself and her career along the road less travelled.

After dropping out of high school, she won a scholarship to study visual art where she discovered her first love – pottery! Jodie soon realised her pottery skills were not refined enough to make domestic ware for a living, so she found a way to turn her passion into profit making drums and percussion instruments from clay.

By age 22 Jodie opened her first retail space - Art Beat Gallery, and soon made enough money to adventure overseas and explore the world.

After traveling through South America, and basing herself in London for four years to explore Asia and Europe she eventually settled back in Australia to become a wife, a mum and a business owner once again. Her new business Mud Drum Australia went on to win many local, national and international small business and marketing awards and the business success catapulted her into the spotlight and onto the speaking stage.

Throughout her travels Jodie discovered a new love – people and psychology. So after life took a turn in 2008, she decided to pack up her pottery wheel and landed a role working for a national leadership development centre.

Today Jodie works part-time as one of the associates at BRS and easygovernment, and has just launched a new business called The 7 Effect with business partner and great friend Amy Moffatt.

WORKSHOP SCHEDULE

- | | | |
|-----------------------------|-----------------------------|-----------------------------|
| • 8.30 - 9.00 Registration | • 11.00 - 12.30 Session Two | • 3.00 - 3.20 Afternoon Tea |
| • 9.00 - 10.40 Session One | • 12.30 - 1.30 Lunch | • 3.20 - 4.30 Session Four |
| • 10.40 - 11.00 Morning Tea | • 1.30 - 3.00 Session Three | • 4.30 Close of Workshop |



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Developing and Strengthening Leadership

Day One 24 November 2015

2015 Theme: 'Advice to my younger self'

What do you know now that you wish you had known then? This is the question we have posed to some of the most senior women in South Australia. These inspirational senior women will reflect on their career journeys - the challenges they have faced, the opportunities they have seized and the lessons they have learnt, to impart advice to women aspiring to achieve professional and personal success and satisfaction.

8.30 - 8.55 **Registration and Morning Coffee**

8.55 - 9.00 **Official Welcome and Opening Remarks from the Chair**

9.00 - 9.25 **OPENING KEYNOTE CASE STUDY**

Understand what leadership is and know what you want to achieve

Effective leadership is composed of several qualities and attributes. Leaders must inspire and motivate, they must be able to guide a team to achieve a goal or objective. Leadership is a complicated concept, and different people have different expectations of their leaders. Understanding what it means to lead is vital to being an exceptional leader. Professor Wilson will explore the concept of leadership, using her journey to be the first female Lieutenant Governor of South Australia to discuss:

- Understanding leadership
- What it means to lead
- How to be a leader

Professor Brenda Wilson
Lieutenant Governor of South Australia

9.25 - 10.05 **CASE STUDY**

Take advantage of every new opportunity

There are no shortcuts on the road to leadership. Getting into a senior role requires skill, dedication, and an incredible amount of hard work. Throughout her career, Assistant Commissioner Bronwyn Killmier has consistently explored new avenues to improve her own capacity as a leader. From her participation in a year-long FBI Fellowship programme, to a three month secondment to Kent Police in the UK, Bronwyn has built a career that is as rich in experience as it is accomplished. Reflecting on her experiences, Bronwyn will discuss the lessons she has learned in her journey to successful leadership. Discuss:

- The path to senior leadership
- Excelling in your role
- Being proactive and seeking new opportunities

Bronwyn Killmier Assistant Commissioner,
Metropolitan Operations Service
South Australia Police

10.05 - 10.45 **CASE STUDY**

Honing communication skills to effectively lead

Leadership requires the ability to effectively communicate goals and responsibilities to staff, and engage them with their task. The ability to concisely convey a message to your team will enable an organisation to achieve organisational outcomes quickly and efficiently. Cathy Miller has held top leadership positions in health and disability since 1990, and has seen first-hand the benefits of effective communication for leaders. Utilising her extensive experience as an executive leader, Cathy will discuss the benefits that clear communication has for an organisation, as well as techniques to improve communication within your own workplace. Discuss:

- How communication enables efficient practice
- Making messages matter: Effectively engaging staff with a task
- Bringing out the best in your team

Cathy Miller Chief Executive Officer
Minda Incorporated

10.45 - 10.55 **Morning Tea**

10.55 - 11.35 **CASE STUDY**

Company culture as competitive edge - Your leadership responsibility

Workplace culture can set you apart from your competitors - for talent, customers and commercial success. As a female leader in traditionally male dominated industries Jane will share the experiences that led her to define her leadership style and purpose, and explore the role that every leader can play in shaping their organisation's culture. In this session she will explore:

- Defining your own brand of leadership, regardless of the organisation you work in
- The role of leadership in shaping a culture
- The increasing value of culture in the battle for talent and customers

Jane Lavender-Baker Executive General Manager,
Corporate Affairs
Australian Rail Track Corporation

11.35 - 12.15 **CASE STUDY**

Invest in your team to enhance their performance

The mark of an exceptional leader is a strong and motivated team. Effective cooperation and engagement of a team results in a far more productive and supportive environment, and a collaborative culture assists in the delivery of organisational outcomes. Drawing on her own experience, Jayne Johnston will discuss the value of co-operation and teamwork within an organisation, and the role that a leader plays in this process. This session will explore techniques and processes for effective team building, and discuss the value that engaged teams create for the organisation. It will look at:

- The value of co-operation
- The role of leadership in teamwork
- How to effectively engage and encourage your team

Jayne Johnston Chief Education Officer
Department of Education and Childhood Development

12.15 - 1.15 **Networking Lunch**

1.15 - 2.15 **INTERACTIVE PANEL DISCUSSION**

Planning and prioritising to balance work and life

The demands placed on professional women extend beyond the workplace, and trying to manage personal, family, and professional time in a manner that is productive and enjoyable can be difficult. Competing demands put a strain on professional women and their families and can lead to undue stress, which detracts from performance in all three. This interactive session will see a panel of leading women discuss the techniques they have developed to balance their lives and prioritise their goals. Panelists will offer their insight into work / life balance and delve into their personal strategies for:

- Planning and prioritising
- Juggling a career and a family
- Looking beyond work and family: The value of personal time

Carol Turnbull Chief Executive Officer
Ramsay Health Care SA Mental Health Services
Julienne TePohe Chief Corporate Officer
Department of Planning, Transport and Infrastructure
Laura Schonfeldt Head of Human Resources
Elders Limited

PLUS TWO WORKSHOPS!

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Workshops on 23 & 26 November 2015



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Leadership Skills

Cathie Brown Executive Director, Business Development and Regions
TAFE SA

Aimee Chadwick Group Manager, Organisation Transformation / Chair
Oz Minerals / Women in Resources South Australia
Professor Nancy Cromar Pro Vice-Chancellor
Flinders University

2.15 - 3.00 EXPERT COMMENTARY

Developing resilience for sustainable leadership

No matter how capable you are as a leader, obstacles and setbacks are inevitable, and learning how to lead through increasing challenge, change and uncertainty is a vital skill for sustainable leadership. Resilient leaders can manage everyday stress, learn from setbacks and prepare for future challenges, whilst remaining healthy, effective and productive. Jo will discuss resilient leadership and share her own rich and challenging leadership journey. Discuss:

- The key components of resilient leadership
- The positive impact of resilient leadership
- Pro-active strategies for building resilience

Jo Saies Director
PB Performance Coaching

3.00 - 3.15 Afternoon Tea

3.15 - 4.00 CASE STUDY

Practical strategies for adapting to change

During times of change or transformation, those in positions of leadership are required to act as a fixed point which can guide their team and engage them with the change. This can be a difficult task and there are several hurdles which inhibit the ability of a leader to adapt. In this session, Denise McMillan-Hall will explore what it means to adapt to your circumstances and lead through change. Discuss:

- Dealing with transformational change at a personal and organisational level
- Adapting to internal and external change efficiently
- Engaging your team with the change process

Denise McMillan-Hall Executive Director Corporate, Business and Support Services
SA Ambulance Service

4.00 - 4.45 CASE STUDY

Leading and succeeding in a male dominated environment

Leadership is influenced by one's personal style in dealing with people; it is not a single quality that manifests itself the same way in each leader. Developing an authentic style is important when handling the challenges and duties that each leader faces in their role. Authenticity is key not only in dealing with the unique complications facing an organisation, but in asserting and maintaining your credibility and coping with non-traditional environments. Squadron Leader Marija Jovanovich, the first Australian to graduate from the US Air Force Test Pilot School in 25 years, will share her experiences leading in a heavily male-dominated environment, and the importance of authenticity as a leadership trait. Discuss:

- Being a woman in a non-traditional occupation
- The importance of personal authenticity

Squadron Leader Marija Jovanovich Squadron Leader, Qualified Test Pilot
Royal Australian Air Force

4.45 Concluding Remarks from the Chair

4.45 - 5.45 Networking Reception

Day Two 25 November 2015

8.30 - 8.55 Morning Coffee

8.55 - 9.00 Opening Remarks from the Chair

9.00 - 9.45 OPENING CASE STUDY

Unconscious bias, unintended mentoring, unexpected results

Unconscious bias manifests in many ways and its consequences can be difficult to predict. In many situations it can often result in staff being treated differently by colleagues without them realising. In many cases, unconscious bias can restrict the progression of an individual's career and makes achieving goals more challenging. In some cases, biases can have other effects. In this session, Dr Jackie Craig will discuss unconscious bias and some of its unintended effects and outcomes. Discuss:

- What unconscious bias is and how it affects the workplace
- How even in a modern organisation that embraces, celebrates and encourages diversity, unconscious bias can still exist
- How mentioning can be unplanned and unintended yet highly successful in overcoming unconscious bias
- How little steps can lead to very significant outcomes
- Case study detailing how unconscious bias was overcome through unplanned mentoring by an employee who rose to international prominence in her field

Dr Jackie Craig Chief, Cyber and Electronic Warfare Division
Defence Science and Technology Organisation

9.45 - 10.30 CASE STUDY

Plan your career moves and always work towards your goal

Achieving a position of leadership within an organisation is not always a straight forward process. Career advancement is a process which requires a deliberate and considered approach. In this session, Maria-ann Camilleri of BankSA will reflect on her own career and the lessons she learned as she progressed into her current role. She will look at the skills that helped her reach her current position and share techniques for planning your career. The session will explore:

- Identifying your career aspirations and motivations
- Developing your leadership skills
- Planning your career path

Maria-ann Camilleri General Manager Retail Banking
BankSA

10.30 - 10.45 Morning Tea

10.45 - 11.30 CASE STUDY

Take charge of your own career

The path to leadership is often strewn with hurdles and challenges, and overcoming them requires a focussed skill set and a healthy determination to succeed. These obstacles are common to many professional women, and are not exclusive to individual roles or industries. Throughout her career, Professor Pascale Quester has worked in three different continents, published over 140 papers and is now the most senior woman at the University of Adelaide. Using her own experiences as a basis, Professor Quester will explore common career challenges and how to overcome them. Discuss:

- Avoiding the common mistakes made by women in



SUPER SAVER DISCOUNT

Receive \$300 off registration if you register and pay by 21 September 2015



EARLY BIRD DISCOUNT

Receive \$150 off registration if you register and pay by 19 October 2015

Practical Strategies to Advance your Career

- leadership
- Proven techniques for handling difficult times
- Methods for overcoming career challenges

Professor Pascale Quester Deputy Vice Chancellor,
Vice President (Academic)
University of Adelaide

11.30 - 12.15 EXPERT COMMENTARY

Proven techniques for unlocking staff potential

National Pharmacies has implemented a framework into their business which supports employees to feel in flow with their work. In doing this, they have added value not only to individuals but to the organisation as a whole. Strong leaders need to be able to effectively engage their teams, to get them inspired and motivated to complete the task at hand and be aware of their individual responsibilities. In this session, Tina Hudson will explore some of the key components of this process and provide techniques to effectively engage staff and help them to reach their potential. Explore:

- Understanding the nature of the work being done and relating it to role descriptions
- Ensuring staff have clarity around their accountabilities
- Understanding individuals' capabilities and matching them to their work

Tina Hudson General Manager People and Collaboration
National Pharmacies

12.15 - 1.15 Networking Lunch

1.15 - 2.15 INTERACTIVE PANEL DISCUSSION

Effective networking to strengthen your leadership goals

Networking is widely considered to be a key enabling factor in the pathway to leadership. Establishing your reputation within the sector, building support for your initiatives and projects and seeking advice are all made far easier with a strong network to back you. Building a network is not simply a matter of meeting people, there is a set of skills necessary to build, maintain and utilise a network as effectively as possible. This interactive session will allow delegates to hear from women in senior leadership roles and ask questions about networking. Panelists will discuss not only how to develop a network, but how to use it as a tool to gain support or advance your career. Discuss:

- Cultivating a strong network
- Managing your network to get the most benefit
- Utilising contacts to advance your career

Cathie Brown Executive Director, Business Development and Regions
TAFE SA

Jan Sutherland Chief Executive Officer
Sport SA

Lorraine Rosenberg Mayor
City of Onkaparinga

Sonya Furey General Manager Customer Relations
SA Power Networks

2.15 - 3.00 CASE STUDY

Leading with character and influence

Leaders occupy a privileged position of influence in their field. The most effective leaders are looked up to and respected by their peers. Professional sports tend to be a male dominated environment, and cricket is no exception. Bronwyn Klei is the only female General Manager of a professional cricket team in the country, and in this role she sees first-hand the value of influence as a leadership trait.

Reflecting on her own career, Bronwyn will offer insights into leadership traits and what is required to be successful in a male dominated field. The session will explore:

- Using influence to improve professional environment
- Being a role model within the professional space
- Understanding your community

Bronwyn Klei General Manager Adelaide Strikers
South Australian Cricket Association

3.00 - 3.15 Afternoon Tea

3.15 - 4.00 CASE STUDY

If you don't ask, you don't get: The power of asking for what you want

Too often we discount the value of going to the source or decision maker and simply asking for what we need or want. Shying away from a difficult request, or presuming others may have a reluctance to assist can sabotage, or delay, success.

In this presentation, Tahnya Donaghy will demonstrate how accelerated achievements rarely occur in isolation, and explains why there is great power in knowing what you want and asking the right people to help you get it. She will share with you learnings of a data and technology project she undertook that achieved success through:

- Unlocking resistance through the use of a champion
- The power of seeking collaboration
- The benefit of direct communication

Tahnya Donaghy Deputy Chief Executive Premier's Policy and Strategy Group
Department of the Premier and Cabinet

4.00 - 4.30 INTERACTIVE CLOSING ROUNDTABLE

Where to from here? Opening new pathways for female leaders

Looking back on the lessons and skills shared throughout the summit, this interactive session will allow delegates to reflect on the techniques and stories they will take away from the Summit. It will provide delegates with the opportunity to share their own views and thoughts with each other, and tie together the different concepts and ideas explored. Led by our chair for the event, Connie Diano, this session will:

- Discuss the lessons learned and how they apply to your role
- How to put into practice the skills and techniques shared throughout the event
- Explore the most valuable take away points from Summit

Connie Diano Principal
Beyond Your Now

4.30 Concluding Remarks from the Chair and Summit Close



Follow this event on Twitter using the event hashtag #WILA15 and @LiquidLearning for daily industry updates!

WHO WILL ATTEND

- Chief Executives
- Managing Directors
- Directors / Assistant Directors
- General Managers
- Group Managers
- Branch / Section Managers
- Human Resources
- Leadership Specialists
- Team Leaders
- Consultants
- Academic Leaders

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LIQUIDLEARNING

development opportunities for professionals

Post-Summit Workshop

26 November 2015

9.00 - 4.30

Developing Resilience for Strong and Effective Leadership

As you progress in your career, it is inevitable that you will face hitches and hindrances which can be demoralising. The capacity to respond to difficulty in a positive and productive way, to bounce back from adversity and to turn setbacks into learning opportunities for the future, is a necessity for all good leaders. Resilience is not just about better coping, it's being the best you can be in the current working environment, and is a vital attribute of effective leadership.

The good news is that resilience is something that all of us can develop. In this workshop, delegates will learn techniques to: remain healthy whilst managing the everyday stress of work; rebound and learn from unexpected setbacks; and proactively prepare for future challenges. The workshop, led by expert facilitator Jo Saies will discuss measures of personal resilience at work, and provide evidence-based strategies to help you sustain performance in challenging, changing and uncertain times. The workshop will examine:

Authentic leadership

- Personal strengths
- Personal values
- Finding meaning and purpose

Managing stress

- Examining job demands and resources
- Identifying triggers and symptoms
- Looking after yourself

Resilient Thinking

- Reframing and gaining perspective
- Solution focus mindset

Staying healthy

- Boosting your energy
- Establishing balance and boundaries
- Harnessing support
- The value of positive emotion at work

Expert Facilitator: Jo Saies Director PB Performance Coaching

Jo Saies is the owner and director of PB Performance Coaching. With tertiary qualifications in Psychology and Human Resource Management, Jo's been helping people achieve their full potential for over 25 years.

Jo has achieved extraordinary success academically, professionally, as an outdoor adventurer and former Australian representative athlete. These experiences have given her a unique blend of experience, wisdom and insight with which she is able to support individuals and organisations to be the best they can be.

ABOUT THE EVENT

Despite making up close to a half of the Australian workforce, women in Australia still occupy only around 20% of top leadership positions. Many of the hurdles facing women as they progress towards senior management are common across industries, and can present significant challenges for aspiring leaders.

The 3rd Annual Women in Leadership South Australia Summit 2015 is designed to bring together experienced female leaders and accomplished leadership experts to offer advice, insight and support to assist aspiring women in reaching their career goals. The Summit will give both aspiring and established female leaders the inspiration and awareness of the skills necessary to more efficiently lead and further their careers.

Register early to ensure your place on the program, and join a growing community of outstanding and inspired women, who are changing the business world for the better.



TEAM BOOKINGS

Receive a 20% discount when booking a team of 8 or more to attend, please call: +61 2 8239 9700 or email: registration@liquidlearning.com.au

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The 3rd Annual Women in Leadership SA Summit 2015
23, 24, 25 & 26 November 2015

Mercure Grosvenor Hotel
125 North Terrace Adelaide, SA 5000
Ph: +61 8 8407 8888

Booking Form

VALUE PLUS DISCOUNT

Receive \$400 off registration if you register and pay by 17 August 2015

SUPER SAVER DISCOUNT

Receive \$300 off registration if you register and pay by 21 September 2015

EARLY BIRD DISCOUNT

Receive \$150 off registration if you register and pay by 19 October 2015

1

Organisation Name			
Address		Suburb	State
Postcode			
Title	Full Name or TBA	Title	Full Name or TBA
Position		Position	
Phone	Fax	Phone	Fax
Email		Email	
<input type="checkbox"/> Pre-Workshop <input type="checkbox"/> Summit <input type="checkbox"/> Post-Workshop		<input type="checkbox"/> Pre-Workshop <input type="checkbox"/> Summit <input type="checkbox"/> Post-Workshop	

* Please photocopy this form if more than three will attend

2

<input type="checkbox"/> Please confirm my registration for The 3rd Annual Women in Leadership SA Summit 2015					
No. #	Options (per person)	Standard Rate	Early Bird Rate*	Super Saver Rate**	Value Plus Rate***
<input type="checkbox"/>	Summit + 2 Full-Day Workshop (4 days)	\$4795 + GST = (\$5274.50)	\$4645 + GST = (\$5109.50)	\$4495 + GST = (\$4944.50)	\$4395 + GST = (\$4834.50)
<input type="checkbox"/>	Summit + 1 Full-Day Workshop (3 days)	\$3795 + GST = (\$4174.5)	\$3645 + GST = (\$4009.50)	\$3495 + GST = (\$3844.50)	\$3395 + GST = (\$3734.50)
<input type="checkbox"/>	Summit Only (2 days)	\$2595 + GST = (\$2854.50)	\$2445 + GST = (\$2689.50)	\$2295 + GST = (\$2524.50)	\$2195 + GST = (\$2414.50)
<input type="checkbox"/>	1 Full-Day Workshop (1 day)	\$1395 + GST = (\$1534.50)	\$1345 + GST = (\$1479.50)	\$1295 + GST = (\$1424.50)	\$1245 + GST = (\$1369.50)

* Receive \$150 off registration if you register and pay by 19 October 2015
 ** Receive \$300 off registration if you register and pay by 21 September 2015
 *** Receive \$400 off registration if you register and pay by 17 August 2015

Group Discounts Available:
 3 - 4 people: 10% off Standard Rate
 5 - 7 people: 15% off Standard Rate
 8 + people: 20% off Standard Rate

Conditions:
 Group Discounts apply for bookings made simultaneously. Only one discount applies. Group discounts apply to standard rates only. Group discounts are not applicable to Value Plus, Super Saver and Early Bird rates. Value Plus, Super Saver and Early Bird Discounts are not applicable to the individual Workshop. Discounts cannot be applied retrospectively and must be claimed at the time of booking. Liquid Learning Group reserves the right to have sole discretion on an organisation's eligibility for discounts.

Note: Course materials, refreshments & lunches are included. Travel and accommodation are NOT included. Registration Options are per person only.

TOTAL incl GST

All Prices listed in Australian Dollars

WILA1115 - W

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3

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<input type="checkbox"/> Credit Card <input type="checkbox"/> Cheque (payable to Liquid Learning Group Pty Ltd) <input type="checkbox"/> Electronic Funds Transfer <input type="checkbox"/> Please invoice me: Purchase Order No. # <input type="text"/>	Credit Card Details - Please charge my credit card for this registration: Card Type <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Note: 2% surcharge applies to American Express payments Card Number <input type="text"/> Expiry <input type="text"/> Full Name as on card <input type="text"/> Cardholder's Contact Number <input type="text"/> Signature <input checked="" type="text"/> X	Electronic Funds Transfer (EFT) Please transfer funds directly to: Westpac Account Name: Liquid Learning Group Pty Ltd BSB: 032 002 Account No: 407 273 SWIFT Code: WPACAU2S Amount <input type="text"/> Please quote ref WILA1115 and registrant name

4

Authorising Manager's Details: This registration is invalid without a signature.			
Name	Position	Signature <input checked="" type="text"/> X	Date

5

Send To Fax +61 2 8239 9777 Mail Liquid Learning Group Pty Ltd GPO Box 1542 Sydney NSW 2001	Email registration@liquidlearning.com.au Phone +61 2 8239 9700
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9.6 Planning, Development and Infrastructure Bill 2015

This report will be provided under separate cover.

10. Nominations to external bodies

Nil.

11. Questions on notice

11.1 Question on notice - Cr Nankivell

What is the current status of the Service Review, and what time frames are now proposed for report to Council with recommendations?

The following response has been provided by the Director Corporate and City Services:

The Service Review Framework (SRF) is a tool utilised by the administration to provide a more detailed understanding of the rationale and methodology by which we deliver services and programs. As a consequence of the SRF process, the Council is able to identify services which may be a candidate for change to the current service provision.

Outputs from the utilisation of the SRF may include:

- Improvement in the efficiency and effectiveness of the service delivery
- Options for amendment, alteration, improvement or discontinuance of the service
- Opportunities for alternative income generation from activities where Council is a provider of contemporary services, projects or programs.

The Service Review Framework contains elements which allow for the detailed understanding of the service provision, such as:

- A service register – the tool that identifies what services the Council delivers
- The service alignment – the process by which the driver for the current service delivery is identified, such as:
 - That the service is required to be delivered due to a legislative obligation
 - The service being triggered by a policy decision of Council
 - The service being undertaken as a result of a strategic plan or document creating an obligation to deliver
 - There is no identified driver or obligation for the service provision.
- Commercialisation opportunities and exploration of alternate income streams.

Whilst the SRF has been in place for some time, the implementation has been an iterative journey to achieve the current framework and thinking.

In order to deliver Service Reviews, the need to undertake a range of process engineering and understanding of the cost drivers of each service element was required. This has been underway across the organisation since the inception of the SRF and has assisted in the cultural capacity building of the organisation to better analyse the way in which we undertake to deliver services and the

identification of the drivers for the service provision as well as the inherent costs associated with each service. As a result of these early adoption activities, the cost associated with each service has been able to be provided to Council as part of the annual budget process over recent years.

There have been demonstrated achievements in terms of activities that have been undertaken to achieve service efficiency and savings such as the waste review and review into telephony services. In addition there have been a range other service review activities underway (for example the library service review) and each manager has been undertaking continuous improvement programs that have resulted from the process engineering work.

As part of the next stage of the development of the SRF and as a consequence of the learnings to date in understanding the drivers for the service provision, a revision of the tools that underpin the SRF is currently underway.

This revision is ensuring that the need or trigger for the service is analysed and clearly understood. This level of interrogation has led to the need to introduce additional categories of drivers for service provision such as policy and strategy obligations as part of the service alignment process. The rationale for this introduction is that whilst legislative obligations for service delivery will generally drive us along the path for efficiency and effectiveness analysis, the policy and strategy drivers should be identified as local decisions by the Council and these should be the subject of periodic review due to changing needs of the community and other pressures.

Another output from the current revision of the SRF will be the alignment of the toolkit materials for the administration to more easily comply with the service review output requirements. These tools will be adapted to more easily guide officers along the Service Review pathway to ensure objectivity and consistency is applied throughout the process. This will also assist in the delivery of a consistent report template at the completion of the Service Review process.

In addition, the following will also be introduced into the Service Review Framework to assist the administration:

- an objective review of opportunities arising from the Service Alignment process at an organisational level based on an analysis of the aspiration and potential for return on investment. This will be informed by the introduction of a revised alignment process and desktop analysis of potential or aspiration targets.
- A simplified template for the Service Review report to be delivered for all Service Review activities
- A procedure for the management of Service Review activities and their reporting to the DG, ARVEC and Council dependent on their level of service adoption or disruption (in compliance with the approved decision making matrix).
- The introduction of a simplified and meaningful reporting tool to the ARVEC and Council on a quarterly basis. This report is already in draft format and being reviewed by the Directors Group.

In addition, as part of the performance planning process for staff (My Plan), a Key Result Area for each level of leadership within the organisation has been introduced that requires each leader to ensure that service reviews and efficiency programs are undertaken and reported on. **The KRA's are continuously reviewed during the**

year and managers and directors receive automated reports on the progress of these and all other activities in their respective areas.

To support the requirement for leaders to continue to analyse and challenge the way in which they undertake the provision of services, a learning and development program has been devised to ensure that we are providing the training required. The first session of this program is scheduled for 11 November for Managers.

With the above revision activities currently underway, the proposed reporting date to ARVEC on Service Review activities has been delayed from the original expected date in September to November. The intended workshop with Elected Members that was proposed to provide a broad summary of the current service review activities (as currently reported in the Quarter) from across the organisation has also been delayed as a consequence and this will be scheduled as a workshop following the ARVEC update.

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12. Motions

Nil.

13. Petitions

13.1 Petition - Request for Parking Restrictions - Grand Boulevard, Seaford Meadows

This is a receiving report for a petition.

Report Author: Ian Hawkins, Manager Community Safety

Contact Number: 8384 0765

Attachments: 1. Petition (4 pages)

1. Purpose

A petition containing nineteen (19) signatures has been received requesting Council consider restricting parking on Grand Boulevard, Seaford Meadows to 'resident only' parking and issue residents with 2 permits each.

2. Recommendations

- 1. That the report be received.**
- 2. That the matter be investigated and a further report presented to Council upon the completion of the investigation.**
- 3. That the head petitioner be notified of Council's decision.**

3. Background

The petition states that the residents are experiencing problems with regards to on street parking due to the proximity of the GP Axis Clinic and many staff and patients using these parks rather than the car park located on site of the clinic.

It is proposed than an investigation is conducted into parking on Grand Boulevard, Seaford Meadows near the GP Axis clinic and discussion occur with residents and the clinic managers.

Once these investigations have been completed it is proposed that a further report be presented to Council detailing the results of the investigation.

4. Financial Implications

Staff resources will be applied to the investigation.

5. Risk and Opportunity Management

Petitions provide a way of the public informing Council of their needs and concerns and/or provide information that may assist or influence Council's decision.

Attachment 1

SEAFORD DISTRICT RESIDENTS ASSOCIATION INC.

& Neighbourhood watch 475

Marsha Hunt

Secretary

Date : 7/9/15

Onkaparinga Council

To whom it may concern.

I am the secretary of the SDRA group and at our last general meeting one of the residents has brought up an issue that needs addressing.

His name is Lynton Pope and he is needing some direction with accessing his home with parking issue out the front as clients and staff of the GP Axis seem to be taken up spaces despite the fact there are available parking at the surgery.

Mr Pope has collected signatures from other residents who are having same issues. These residents are elderly, some having disability using wheelchairs etc and having to park a block or so away from their homes. I have included his letter that he wrote in good faith to the Practice manager at GP Axis without response or outcome.

He has asked me to act on his behalf to put forth his complaint and hopefully be able to find some amicable outcome. He has suggested signage for residents only.

Thank you for your time I look forward to hearing from you in the near future.

Mr Popes' contact details are : lyntonpope@bigpond.com 0419182103

My details are : marshahunt_1@hotmail.com 0481163069

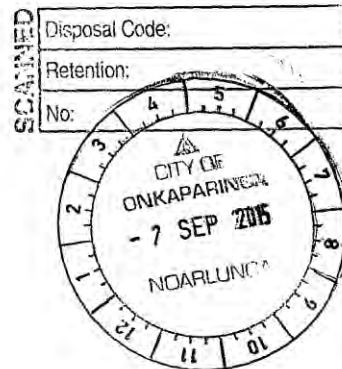
Regards

Marsha Hunt

Secretary of Seaford District Residents Association Inc.

Neighbourhood Watch Area 475

10 Wheelhouse Road, Seaford Meadows SA 5169



URGENT

Petition to the members of Council—City Of Onkaparinga

Aug. 2015

We, the undersigned Residents of the properties fronting onto 677a—683 Grand Boulevard and 686—692 Grand Boulevard Seaford Meadows request that council Zone the on street parking areas for those areas as "Resident parking only " and sign and mark the areas accordingly.

We further ask that each of these properties be issued with 2 permits to cover a maximum of 2 vehicles per property to allow the inclusion of a visitor, tradesperson, service person or other vehicle.

Reasons for the request

We are experiencing an ever worsening problem with vehicles from nearby businesses and construction sites (including both staff and clients) monopolising the available space to the exclusion of Residents. Many of these vehicles occupy spaces for 9-10hrs./day. On some days at some times there have been up to 17 vacant spaces in the GP Axis car park while ALL the on streets sites were occupied.

As our properties do not have vehicle access to Grand Blvd. nor the driveways that normally go with frontages ----our access is via Purple Lane to garages/ carports -----it is extremely difficult to unload shopping etc. from a block away particularly for older Residents . This includes one who requires regular pick up by Taxi for Medical treatment. Another requires transport to and from a facility for the disadvantaged.

Neighbours in the immediate vicinity of these areas have cooperated well with each other and continue to do so.

We can only see the problem escalating in the future with the opening of the new Medical facility on Seaford Rd. and seek early intervention by Council.

We do not see it is a Council responsibility, nor that of the Rate paying Residents to provide virtually "reserved" parking for local businesses.

An Email sent to GP Axis on this issue was not acknowledged nor replied to.

Doc:3790625

Petitioners		
Name	Address	Signature
Amanda Dixon	12 Shell St. Seaford Mear	A Dixon
Bernard Warnock	683 GRAND BLVD SEAFORD MEADOWS	RYC
Jim Warnock	683 Grand Blvd. Seaford Meadows	Jew
Debbie Miles	679 Grand Blvd. Seaford Meadows	DS
Yasmin Miles	" "	Yasmin
Wes Everson	681 Grand Blvd Seaford Meadows	W. Everson
Sylvia Pistilli	681 Grand Blvd Seaford Meadows	Sylvia
Zoe Hyde	" "	Zoe Hyde
Sally Miles	679 GRAND BOULEVARD SEAFORD MEADOWS	Sally Miles
Kris Martin	687 " " "	Kris Martin
Sharon Martin	" " " "	Sharon Martin
Deb Schneider	686 " " "	Deb Schneider
Don Schneider	686 " " "	Don Schneider
Parryl Reid	688 Grand Blvd Seaford Meadows	Parryl Reid
Sharon Reid	688 Grand Blvd Seaford Meadows	Sharon & Reid
Aaron Reid	688 " "	Aaron Reid
Dorothy Pope	690 Grand Blvd Seaford Meadows	D. Pope
Sarah Mason	692 Grand Blvd Seaford Meadows	Sarah Mason
LYNTOV POPE	690 GRAND BLVD SEAFORD MEADOWS	Lynov Pope

Doc 3790625

Outlook.com Print Message

Page 1 of 1

[Print](#)

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Street Parking congestion

From: lyntonpope@bigpond.com
Sent: Thu 5/21/15 7:02 AM
To: practicemanager@gpaxis.com.au (practicemanager@gpaxis.com.au)
Cc: lyntonpope@bigpond.com (lyntonpope@bigpond.com)

The Practice Manager,

Dear Sir/Madam/ Ms.

On- street parking for the residents of Grand Blvd. Near the Seaford Rd. junction and GP Axis is always difficult to obtain and this problem seems to be aggravated in recent times by spaces being occupied by Staff and Clients of GP Axis. This access is the only street access for these residents, some of whom are not young. Obviously the building of the new clinic is aggravating the situation in the short term but we , the residents are equally concerned about the long term.

Rather than lodge complaints with GP Axis and / or The City of Onkaparinga we would rather assist in finding a solution.

One suggestion is that the use of the vacant land on the SW. cnr. of Seaford Rd. and the Boulevard as a car park -----perhaps an arrangement could be made with Eldercare-----be explored.

Forwarded in the spirit of conciliation not confrontation .

Regards
Lynton Pope
690 Grand Blvd.
Seaford Meadows
0419182103

copy for your info

<https://snt146.mail.live.com/ol/mail.mvc/PrintMessages?mkt=en-us>

21/05/2015

Doc:3790625

14. Urgent business

15. Confidential items

Confidential Clause

If Council so determines items 15.1 and 15.2 may be considered in confidence under Section 90(2) of the *Local Government Act 1999* on grounds contained in the Recommendations below.

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a long, sweeping horizontal line that ends in a small upward flick.

Mark Dowd
Chief Executive Officer

15.1 Audit, Risk, Value and Efficiency Committee confidential minutes re Membership of the Audit, Risk, Value and Efficiency Committee

1. That:

- a. under the provisions of Section 90(2) of the *Local Government Act 1999* an order be made that the public, with the exception of staff on duty, be excluded from attendance at the meeting in order to consider this item in confidence.
- b. the Council is satisfied that it is necessary that the public, with the exception of staff on duty, be excluded to enable the Council to consider the report at the meeting on the following grounds:

Section 90(3)(a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead):

- c. accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information or discussion confidential.
3. That the matter of the Audit, Risk, Value and Efficiency Committee confidential minutes re Membership of the Audit, Risk, Value and Efficiency Committee having been considered by the Council in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999* that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* that the Audit, Risk, Value and Efficiency Committee confidential minutes re Membership of the Audit, Risk, Value and Efficiency Committee report and minutes of the Council relating to discussion of the subject matter be kept confidential until 31 December 2016.
 4. That, pursuant to section 91(9)(a) of the *Local Government Act 1999*, the Council delegates the duty to conduct an annual review of the confidentiality order to the Chief Executive Officer, or their sub-delegate.
 5. That, pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order to the Chief Executive Officer, or their sub-delegate.

15.2 Audit, Risk, Value and Efficiency Committee confidential minutes re External auditor selection and appointment process

1. That:
 - a. under the provisions of Section 90(2) of the *Local Government Act 1999* an order be made that the public, with the exception of staff on duty, be excluded from attendance at the meeting in order to consider this item in confidence.
 - b. the Council is satisfied that it is necessary that the public, with the exception of staff on duty, be excluded to enable the Council to consider the report at the meeting on the following grounds:

Section 90(3)(k) tenders for the supply of goods, the provision of services or the carrying out of works.
 - c. accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information or discussion confidential.
3. That the matter of the Audit, Risk, Value and Efficiency Committee confidential minutes re External auditor selection and appointment process having been considered by the Council in confidence under sections 90(2) and 90(3)(k) of the *Local Government Act 1999* that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* that:
 - a. The discussion of the Council relating to the external auditor selection and appointment process be kept confidential until the expiry of the contract.
 - b. Point 2 of the resolution of the Council relating to appointment of the external auditor remain confidential until the matter has been determined by Council.
4. That, pursuant to section 91(9)(a) of the *Local Government Act 1999*, the Council delegates the duty to conduct an annual review of the confidentiality order to the Chief Executive Officer, or their sub-delegate.
5. That, pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order to the Chief Executive Officer, or their sub-delegate.

16. Closure

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Declarations of Interest

Council Meeting Date:		Councillor:
Item No. (e.g. 3.1)	Declaration of Interest (where a member has an interest that does not lead to a conflict)	Declaration of Conflict of Interest (where a member has an interest that leads to a conflict)