



## Variation to Program Funding Agreement

Department of Premier and Cabinet  
GPO Box 2343  
ADELAIDE SA 5001

Dear Sir/Madam

I refer to your funding submission to the Australian Government received on 15/11/07

In response to your submission I am pleased to advise you that the Australian Government agencies identified in the table below will provide funds to your organisation to assist you to undertake the activities described in the attached **Schedule(s)** forming part of a **Program Funding Agreement (PFA)** with you.

Activity Name	Amount of Funding
<b><u>Families, Community Services and Indigenous Affairs</u></b>	
Umuwa Court and Administration Centre	\$4,927,171.70
Umuwa Court and Administration Centre 1	\$22,828.30

\*inclusive of GST (If applicable)

Please note that the two activities combined form the one project but to facilitate prompt release of funds for this financial year, had to be divided.

I am authorised to make this offer to you on behalf of the Australian Government agency/ agencies listed above. This Office will be the single initial point of contact for your organisation in relation to matters related to this funding.

The PFA, under which the funding is to be provided to your organisation, consists of this letter executed by both parties, the attached **Booklet** "2007-08 General Terms and Conditions for Funding Agreements Relating to Indigenous Programs" and **Schedule(s)**. The **Schedule(s)** may include annexure and incorporate other documents by reference into the PFA.

If you receive funding from a number of Australian Government agencies, each funded activity will be covered by a separate Schedule. In this instance the PFA is a contract between you and each of the Australian Government agencies providing funding to you. The Terms and Conditions are the same for all funding you receive under this PFA with any agency specific terms covered in the Schedules.

The documents listed above form the entire agreement relating to the funding and, except for action the Australian Government is expressly authorised to take, can only be varied by written agreement between you and the Australian Government. In the event any conflict or inconsistency between this letter, the Booklet, the Schedule(s), any Annexure(s) or any other documents incorporated by reference, then the material first mentioned has precedence over later mentioned material to the extent of any conflict or inconsistency, unless we expressly advise as otherwise in the Schedule(s)

This offer of funding does not imply any commitment to further funding from the Australian Government and is subject to execution of the PFA and your compliance with it. The PFA is executed by signing this letter as described below.

Please read the PFA carefully, because the Australian Government may exercise its rights under the PFA if you fail to meet your obligations under the PFA.

Should you accept this offer you are agreeing to:

1. use the funding to meet the objectives as set out in the Schedule(s), and for nothing else, and
2. the terms and conditions, detailed in the Booklet.

If you believe you will have difficulties complying with any part of the PFA, you will need to resolve your difficulties with us before executing this PFA. If you are uncertain about any aspects of this PFA you should obtain independent legal advice before execution.

You can accept this offer by completing the execution clause on both copies of this PFA and returning them to us at the above address within 20 business days from the date on this letter. There is no need to return the Booklet. If you do not execute and return both copies of the PFA (apart from the Booklet) within 20 business days this offer will lapse unless we have notified you in writing beforehand that we agree to extend the time in which to respond. Once we receive both executed copies of the PFA we will execute them and return one copy to you for your organisation's records.

The PFA will commence only once we execute and date both copies of the PFA. The date of the PFA will be the date we execute it.

You should note that it is an offence under the Commonwealth Criminal Code for a person to give information to a Commonwealth entity, knowing that the information is either false or misleading or omits any matter or thing without which the information is misleading.

You should also note that the Australian Government agencies providing funding to you under the PFA may need to be given access to personal information provided by you to any one of them for purposes associated with the funding and the PFA. The Australian Government agencies may therefore pass on to each other personal information you provide under the PFA and you must inform individuals whose personal information you collect and provide to the Australian Government agencies that their personal information may be disclosed and passed on in this way.

If you have a query or a concern about this offer or the PFA, please contact this office as soon as possible.

Yours sincerely



for Susan Corbisiero  
ICC Manager  
18 June 2008

# Schedule 1

## 1. PROGRAM AND PROJECT INFORMATION

### 1.1 Program Information

1.1.1 The Project is being funded under the following Program:

FACCSIA Flexible Funding Pool

1.1.2 The Program Outcomes and Objectives are to :

Respond flexibly to local community needs through contributions sourced from mainstream and Indigenous specific programs in support Shared Responsibility Agreements, Regional Partnership Agreements, communities in crisis, strategic interventions, priority interventions and other joint interventions agreed with State and Territory governments.

### 1.2 Project Information

1.2.1 The name of the Project is:

Umuwa Court and Administration Centre

1.2.2 The Project Objectives are to:

FaHCSIA will provide the SA State Government with a total of \$4.5 million (GST exc) for the construction of a court and administration centre. The centre will include office space for police officers specialising in domestic violence, and provide accommodation for specialists that will be temporarily visiting the APY Lands for investigations to achieve a multi-disciplinary approach to combating abuse. An additional court building within the complex will enable more effective processing of police matters on the Lands and supplement the previously approved additional support being provided through the court/police facilities at Amata and Ernabella.

The funding will be managed under similar governance arrangements as apply to construction undertaken as part of the MOU for improved policing project that is currently underway on the Lands to build new police stations and worker accommodation at Amata and Ernabella.

1.2.3 The Project Period commences on the Date of this Agreement and ends on 30/06/2008.

## 2. FUNDING AND PAYMENT (subclauses 1.1, 4.1, 5)

2.1 The total Funding payable by Us under this Agreement is \$4,927,171.70, inclusive of GST.

2.2 Before we release Funds to you, we must be satisfied that:

- a. your anticipated cash flow requirements for the Term of the Agreement are appropriate;
- b. you have complied with any reporting or other requirements that apply to the payment of the Funds; and
- c. You have provided financial statements to demonstrate that the Funds already provided to You have been fully spent; or
- d. where financial statements are not yet available to cover the immediately preceding funding period:

- i. previous Funds received will be fully spent in the next 60 Business Days; and
- ii. you have otherwise been making satisfactory progress in achieving the Objectives of the Project.

- 2.3 The amount and timing of release of Funds will be in accordance with your anticipated cash-flow requirements and based on your performance as identified in Reports.
- 2.4 Funds for purchase of capital items will be released as required to meet imminent payment for contractual obligations, based on receipt of satisfactory evidence that You will be obtaining value for money through the procurement process.
- 2.5 The Budget is set out at **Annexure A**.

### **3. REPORTS (subclauses 1.1, 8.1 to 8.3)**

#### **3.1 Project Performance Information Reporting**

- 1.1 You must, within six weeks after the end of December and June in a particular year or such other periods as are agreed to in writing by us, provide to us an Project Performance Information Report for the Project carried out over the Financial Year to date in accordance with the reporting requirements as set out in clause 8 of the Booklet.
- 3.1.2 Your Project Performance Information Report must include:
- (a) information relating to the progress and achievement of the Project against the performance indicators listed in **Annexure C**, giving reasons for any inability to achieve progress or meet the performance indicators; and
  - (b) a statement whether the Project has been completed and, if appropriate, reasons for inability to complete.

#### **3.2 Periodic Financial Reporting**

- 2.1 You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with financial information prepared in accordance with the reporting requirements as set out in clause 8 in the Terms and Conditions Booklet.

### **4. ASSETS (clause 6)**

- 4.1 Your Asset Register must include information for each Asset:
- the source of Funds for the purchase or lease of an Asset;
  - the Asset Number;
  - a description of the Asset;

- the purchase price or total lease cost of the Asset;
- a date of purchase or lease of the Asset;
- the term of lease;
- the current location of the Asset; and
- insurance and registration details (in accordance with the relevant insurance and registration requirements of the Asset).

All Asset movements (including the purchase, disposal and relocation) must be included in the register.

## 5. **INTELLECTUAL PROPERTY (clause 11)**

*If applicable refer to Supplementary Conditions*

## 6. **ACKNOWLEDGMENT AND PUBLICITY (clause 17)**

You must acknowledge Australian Government Funding.

## 7. **COMPLIANCE WITH LAWS AND POLICIES (clause 18)**

7.1 You must comply with the following and applicable State/Territory laws in carrying out the Activity, including but not limited to the following:

- *Equal Opportunity for Women in the Workplace Act 1999;*
- *Racial Discrimination Act 1984;*
- *Sex Discrimination Act 1984;*
- *Disability Discrimination Act 1992;*
- *Crimes Act 1914;*
- *Criminal Code Act 1995;*
- *Copyright Act 1968;*
- *Privacy Act 1988;*

7.2 You must comply with the following policies and guidelines in carrying out the Project (copies are available from any of our offices)

NIL

and/or any other relevant policies of which we will advise you in writing from time to time.

**8. NOTICES (clause 25)**

8.1 Our details are as follows:

Kira Kudinoff  
Email : kira.kudinoff@fahcsia.gov.au  
Phone : 08 8400 2137  
Fax : 08 8400 2197

8.2 Your details are as follows:

To be advised by you.

**Project: Umuwa Court and Administration Centre**  
**Approved Budget**

As at: 18/06/2008

<b><u>INCOME</u></b>	<b><u>2007/08</u></b>	<b><u>Total</u></b>
Capital	\$4,479,247.00	\$4,479,247.00
GST	\$447,924.70	\$447,924.70
<b>INCOME TOTAL</b>	<b>\$4,927,171.70</b>	<b>\$4,927,171.70</b>
<b><u>EXPENDITURE</u></b>		
Capital		
Property	\$4,479,247.00	\$4,479,247.00
<b>Capital sub-Total</b>	<b>\$4,479,247.00</b>	<b>\$4,479,247.00</b>
GST	\$447,924.70	\$447,924.70
<b>EXPENDITURE TOTAL</b>	<b>\$4,927,171.70</b>	<b>\$4,927,171.70</b>

**PROGRAM AND PROJECT SPECIFIC CONDITIONS FOR FUNDING**

**PROGRAM SPECIFIC CONDITIONS**

NIL

**PROJECT SPECIFIC CONDITIONS**

NIL

## PERFORMANCE INDICATORS FOR THIS PROJECT

<b>Performance Indicator</b>
6 monthly reports will be required
A similar inter government monitoring body is to be established (as with the APY Lands Police Stations and additional Police Station and Staff Housing) which will monitor progress against an agreed project plan.
Findings from similar projects will through experience and expertise, inform the current project.
The project will facilitate improved coordination in service delivery and combating child abuse and improved community safety.
The proposal has been developed in response to the recently released report of the Commission of Inquiry into Child Abuse on the APY land (Mullighan report).
Timely and cost effective completion and utilisation of the Court and Administration Centre in accordance with standards.

PURPOSE AGREEMENT OR OTHER AGREEMENT

Not Applicable

## Schedule 2

### 1. PROGRAM AND PROJECT INFORMATION

#### 1.1 Program Information

1.1.1 The Project is being funded under the following Program:  
FACCSIA Flexible Funding Pool

1.1.2 The Program Outcomes and Objectives are to :  
Respond flexibly to local community needs through contributions sourced from mainstream and Indigenous specific programs in support Shared Responsibility Agreements, Regional Partnership Agreements, communities in crisis, strategic interventions, priority interventions and other joint interventions agreed with State and Territory governments.

#### 1.2 Project Information

1.2.1 The name of the Project is:

Umuwa Court and Administration Centre 1

1.2.2 The Project Objectives are to:

FaHCSIA will provide the SA State Government with a total of \$4.5 million (GST exc) for the construction of a court and administration centre. The centre will include office space for police officers specialising in domestic violence, and provide accommodation for specialists that will be temporarily visiting the APY Lands for investigations to achieve a multi-disciplinary approach to combating abuse. An additional court building within the complex will enable more effective processing of police matters on the Lands and supplement the previously approved additional support being provided through the court/police facilities at Amata and Ernabella.

The funding will be managed under similar governance arrangements as apply to construction undertaken as part of the MOU for improved policing project that is currently underway on the Lands to build new police stations and worker accommodation at Amata and Ernabella.

1.2.3 The Project Period commences on the Date of this Agreement and ends on 30/06/2008.

### 2 FUNDING AND PAYMENT (subclauses 1.1, 4.1, 5)

2.1 The total Funding payable by Us under this Agreement is \$22,828.30, inclusive of GST.

2.2 Before we release Funds to you, we must be satisfied that:

- a. your anticipated cash flow requirements for the Term of the Agreement are appropriate;
- b. you have complied with any reporting or other requirements that apply to the payment of the Funds; and
- c. You have provided financial statements to demonstrate that the Funds already provided to You have been fully spent; or
- d. where financial statements are not yet available to cover the immediately preceding funding period:

- i. previous Funds received will be fully spent in the next 60 Business Days; and
- ii. you have otherwise been making satisfactory progress in achieving the Objectives of the Project.

2.3 The amount and timing of release of Funds will be in accordance with your anticipated cash-flow requirements and based on your performance as identified in Reports.

2.4 Funds for purchase of capital items will be released as required to meet imminent payment for contractual obligations, based on receipt of satisfactory evidence that You will be obtaining value for money through the procurement process.

2.5 The Budget is set out at **Annexure A**.

### **3. REPORTS (subclauses 1.1, 8.1 to 8.3)**

#### **3.1 Project Performance Information Reporting**

1.1 You must, within six weeks after the end of December and June in a particular year or such other periods as are agreed to in writing by us, provide to us an Project Performance Information Report for the Project carried out over the Financial Year to date in accordance with the reporting requirements as set out in clause 8 of the Booklet.

3.1.2 Your Project Performance Information Report must include:

- (a) information relating to the progress and achievement of the Project against the performance indicators listed in **Annexure C**, giving reasons for any inability to achieve progress or meet the performance indicators; and
- (b) a statement whether the Project has been completed and, if appropriate, reasons for inability to complete.

#### **3.2 Periodic Financial Reporting**

2.1 You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with financial information prepared in accordance with the reporting requirements as set out in clause 8 in the Terms and Conditions Booklet.

### **4. ASSETS (clause 6)**

4.1 Your Asset Register must include information for each Asset:

- the source of Funds for the purchase or lease of an Asset;
- the Asset Number;
- a description of the Asset;

- the purchase price or total lease cost of the Asset;
- a date of purchase or lease of the Asset;
- the term of lease;
- the current location of the Asset; and
- insurance and registration details (in accordance with the relevant insurance and registration requirements of the Asset).

All Asset movements (including the purchase, disposal and relocation) must be included in the register.

## **5. INTELLECTUAL PROPERTY (clause 11)**

*If applicable refer to Supplementary Conditions*

## **6. ACKNOWLEDGMENT AND PUBLICITY (clause 17)**

You must acknowledge Australian Government Funding.

## **7. COMPLIANCE WITH LAWS AND POLICIES (clause 18)**

7.1 You must comply with the following and applicable State/Territory laws in carrying out the Activity, including but not limited to the following:

- *Equal Opportunity for Women in the Workplace Act 1999;*
- *Racial Discrimination Act 1984;*
- *Sex Discrimination Act 1984;*
- *Disability Discrimination Act 1992;*
- *Crimes Act 1914;*
- *Criminal Code Act 1995;*
- *Copyright Act 1968;*
- *Privacy Act 1988;*

7.2 You must comply with the following policies and guidelines in carrying out the Project (copies are available from any of our offices)

NIL

and/or any other relevant policies of which we will advise you in writing from time to time.

**8. NOTICES (clause 25)**

8.1 Our details are as follows:

Kira Kudinoff  
Email : kira.kudinoff@fahcsia.gov.au  
Phone : 08 8400 2137  
Fax : 08 8400 2197

8.2 Your details are as follows:

To be advised by you.

**Project: Umuwa Court and Administration Centre 1**  
**Approved Budget**

As at: 18/06/2008

<b><u>INCOME</u></b>	<b><u>2007/08</u></b>	<b><u>Total</u></b>
Capital	\$20,753.00	\$20,753.00
GST	\$2,075.30	\$2,075.30
<b>INCOME TOTAL</b>	<b>\$22,828.30</b>	<b>\$22,828.30</b>
<b><u>EXPENDITURE</u></b>		
Capital		
Property	\$20,753.00	\$20,753.00
<b>Capital sub-Total</b>	<b>\$20,753.00</b>	<b>\$20,753.00</b>
GST	\$2,075.30	\$2,075.30
<b>EXPENDITURE TOTAL</b>	<b>\$22,828.30</b>	<b>\$22,828.30</b>

**PROGRAM AND PROJECT SPECIFIC CONDITIONS FOR FUNDING**

**PROGRAM SPECIFIC CONDITIONS**

NIL

**PROJECT SPECIFIC CONDITIONS**

NIL

## PERFORMANCE INDICATORS FOR THIS PROJECT

<b>Performance Indicator</b>
6 monthly reports will be required
A similar inter government monitoring body is to be established (as with the APY Lands Police Stations and additional Police Station and Staff Housing) which will monitor progress against an agreed project plan.
Findings from similar projects will through experience and expertise, inform the current project.
The project will facilitate improved coordination in service delivery and combating child abuse and improved community safety.
The proposal has been developed in response to the recently released report of the Commission of Inquiry into Child Abuse on the APY land (Mullighan report).
Timely and cost effective completion and utilisation of the Court and Administration Centre in accordance with standards.

**PURPOSE AGREEMENT OR OTHER AGREEMENT**

Not Applicable

**Deed of Variation to Program Funding Agreement**

---

BETWEEN

The Commonwealth of Australia represented by the  
Department of Families, Housing, Community Services and Indigenous Affairs

AND

Department of the Premier and Cabinet

**Background**

The Parties entered into a Program Funding Agreement under which the Commonwealth provided funding.

Variation to Program Funding Agreement Executed on 17/06/2008

**The Parties agree as follows:**

Parties agree to vary the PFA in the terms set out in this Deed.

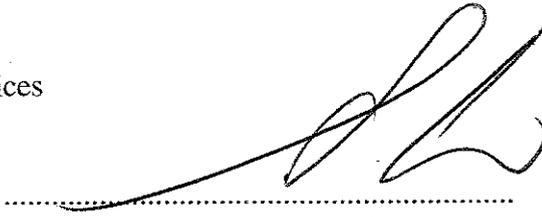
EXECUTED AS A DEED

SIGNED AND DELIVERED

for and on behalf of the  
COMMONWEALTH OF AUSTRALIA  
represented by and acting through the  
Department of Families, Housing, Community Services  
and Indigenous Affairs

ABN 36 342 015 855  
by Susan Corbisiero on 20/6/08

in the presence of:



.....

sign here

*PAUL REGAN*  
.....

name of witness



.....

witness sign here

Deed of Variation accepted as described in this letter.

SIGNED AND DELIVERED

on behalf of Department of the Premier and Cabinet

ABN 76 989 657 508

by HON JAY WEATHERILL MP

*print name of Signatory*

who by signing warrants that they have the authority to bind  
Department of the Premier and Cabinet

  
.....  
*Sign here*

in the presence of:

DAMIAN SMITH, L12, 178 NORTH TCE  
ADEL SA 5000

*print name and address of witness*

  
.....  
*witness' signature*