

# Funding Agreement

## Severe Tropical Cyclone Narelle Recovery and Resilience Fund

### Local Government Recovery Support

#### 1. Parties

This Funding Agreement is made between:

Party 1 (Administering Agency)	Department of Fire and Emergency Services (DFES) (ABN 39 563 851 304) Emergency Services Complex 20 Stockton Bend Cockburn Central WA 6164
Party 2 (Fund Recipient)	<<Insert full legal name of recipient>> <<Entity type>> ABN: <<Insert>> Address: <<Insert>> Email: <<Insert>> Telephone: <<Insert>>

#### 2. Background

Severe Tropical Cyclone (STC) Narelle and associated flooding in March 2026 impacted communities in Western Australia, resulting in damage, disruption and recovery needs.

Rio Tinto has made a one-off contribution of \$1.5 million to support locally led recovery, resilience and preparedness activities in communities impacted by STC Narelle.

DFES administers the Severe Tropical Cyclone Narelle Recovery and Resilience Fund (Fund) in accordance with the Program Guidelines (May 2026).

The Fund includes the Local Government Recovery Support stream, which provides needs-based and responsive grants of up to \$150,000 per activity (capped at \$300,000 per local government).

DFES has approved funding for the Fund Recipient to deliver the Activity described in Schedule A (Fund Details), and the Fund Recipient agrees to deliver that Activity in accordance with this Funding Agreement.

#### 3. Funding Agreement

This Funding Agreement comprises:

- a) this document (Terms and Conditions);
- b) Schedule A – Fund Details (including Activity, Budget, Reporting and Payment terms); and
- c) any written variations agreed by the Parties in accordance with clause 16.

## 4. Definitions and interpretation

Key definitions used in this Funding Agreement include:

- Activity means the project/activity described in Schedule A.
- Completion Date means the date the Activity is completed, as set out in Schedule A.
- Fund means the amount payable by DFES to the Fund Recipient under this Funding Agreement, as set out in Schedule A.
- Fund Recipient means the entity named in clause 1.
- Program Guidelines means the Rio Tinto Severe Tropical Cyclone Narelle Recovery and Resilience Fund – Program Guidelines (May 2026).
- Quarterly Report means a short progress report submitted quarterly for the duration of the Activity, as described in Schedule A.

## 5. Purpose and scope

### 5.1 Purpose

The purpose of this Funding Agreement is to set out the terms and conditions under which DFES provides funding to the Fund Recipient to deliver the Activity under the Local Government Recovery Support stream.

This stream supports local governments to address unfunded recovery priorities arising from STC Narelle, including activities in Local Operational Recovery Plans.

### 5.2 Recipient scope

This template is intended for use with: Impacted local governments within the eligible locations.

## 6. Use of funds

### 6.1 Approved purposes

The Fund Recipient must use the Fund only for the approved Activity and costs described in Schedule A (and not for any other purpose).

### 6.2 Exclusions

The Fund Recipient must not use the Fund for costs that are ineligible under the Program Guidelines or for costs that are fully insured or funded from another source.

## **7. Payment**

### **7.1 Payment structure**

Unless otherwise specified in Schedule A, DFES will pay:

- (a) 80% of the approved Fund amount following execution of this Funding Agreement; and
- (b) the remaining 20% once DFES is satisfied that approximately 80% of the Fund has been expended on approved Activity costs, and the Fund Recipient has provided the evidence required in Schedule A.

### **7.2 Withholding payments**

DFES may withhold any payment where it reasonably believes the Fund Recipient has not complied with this Funding Agreement or is unable to undertake the Activity. DFES will provide reasons and the steps the Fund Recipient can take to address those reasons.

## **8. Reporting and acquittal**

### **8.1 Quarterly reporting**

The Fund Recipient must provide a Quarterly Report using templates provided by DFES for the duration of the Activity. Quarterly reporting is intended to support monitoring, assurance, and early identification of delivery issues.

### **8.2 Final report and acquittal**

At project completion, the Fund Recipient must provide a Final Report and acquittal in accordance with Schedule A. DFES may request additional information where required for assurance purposes.

## **9. Records, assurance and audit**

### **9.1 Record keeping**

The Fund Recipient must maintain accurate records (including invoices, receipts, contracts and supporting evidence) sufficient to demonstrate that the Fund was spent on the approved Activity and retain these records for five (5) years after the Completion Date.

### **9.2 Assurance activities**

DFES may undertake assurance activities, including desk-based reviews or site validation. The Fund Recipient must cooperate and provide information reasonably required for those activities.

### **9.3 Audit**

The Auditor General for Western Australia may audit this Funding Agreement and the use of the Fund, in accordance with applicable legislation.

## **10. Privacy and confidentiality**

### **10.1 Privacy**

When dealing with Personal Information in carrying out the Activity, the Fund Recipient must comply with applicable privacy legislation and must not do anything which, if done by DFES, would breach an Australian Privacy Principle.

### **10.2 Confidentiality**

Each Party must keep the other Party's confidential information confidential and must not disclose it without prior written consent unless required or authorised by law.

## **11. Insurance and risk**

The Fund Recipient must maintain adequate insurance for the duration of this Funding Agreement (and any relevant post-completion period), including public liability insurance, and provide proof to DFES upon request.

## **12. Indemnity**

The Fund Recipient indemnifies DFES, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity, except to the extent the claim, loss or damage is caused or contributed to by DFES.

## **13. Conflicts of interest**

The Fund Recipient must promptly notify DFES of any actual, perceived or potential conflict of interest that could affect performance of this Funding Agreement and must manage conflicts in accordance with its governance arrangements and any reasonable directions of DFES.

## **14. Acknowledgement**

Funding provided under this Funding Agreement may be described as a "donation", "contribution" or "support" from Rio Tinto.

## **15. Subcontracting**

The Fund Recipient may subcontract aspects of the Activity, but remains responsible for compliance with this Funding Agreement and the performance of any subcontractors.

## **16. Variations**

Any variation to the Activity, budget, timeframe or payment arrangements must be requested in writing and approved by DFES in writing before it takes effect.

## **17. Repayment**

Where any part of the Fund is not used in accordance with this Funding Agreement, DFES may require repayment of the misused amount. DFES may also recover funds where this Funding Agreement is terminated, and funds remain unspent or are not otherwise eligible to be retained.

## **18. Dispute resolution**

If a dispute arises, the Parties will first attempt to resolve the dispute through good faith negotiation. This clause does not prevent either Party from seeking urgent injunctive relief.

## **19. Termination**

### **19.1 Termination for default**

DFES may terminate this Funding Agreement by written notice if the Fund Recipient materially breaches this Funding Agreement and does not remedy the breach within ten (10) business days of receiving notice.

### **19.2 Termination for convenience**

DFES may terminate this Funding Agreement for convenience due to a change in Government policy or where DFES reasonably considers the Fund Recipient is no longer able to deliver the Activity. DFES' liability is limited to payment for eligible Activity costs properly incurred up to the date of termination, subject to the total Fund amount and the Fund Recipient's compliance with this Funding Agreement.

## **20. Notices**

Notices under this Funding Agreement must be in writing and may be given by email or post to the addresses in Schedule A. Notices given by email are taken to be received on the date of transmission (or the next Business Day if sent after 5:00pm).

## 21. Governing law

This Funding Agreement is governed by the laws of Western Australia and the Parties submit to the exclusive jurisdiction of the courts of Western Australia.

## 22. Signatures

*Executed as an agreement:*

Signed for and on behalf of DFES	Signed for and on behalf of the Fund Recipient
Name: <<Insert>> Title: <<Insert>> Signature: _____ Date: ____ / ____ / 2026	Name: <<Insert>> Title: <<Insert>> Signature: _____ Date: ____ / ____ / 2026

## Schedule A – Fund Details

### 1. Stream

Local Government Recovery Support (Stream 6.2)

### 2. Activity

Activity title: <<Insert>>

Activity description (what, where, why): <<Insert>>

Eligible locations (Ashburton / Exmouth / Carnarvon): <<Insert>>

Delivery timeframe (start/end): <<Insert>>

### 3. Approved budget (GST exclusive)

Total approved amount: \$<<Insert>> (GST exclusive)

Budget breakdown: <<Insert or attach>>

### 4. Payment schedule

Payment 1 (80%): \$<<Insert>> payable following execution of this Funding Agreement.

Payment 2 (20%): \$<<Insert>> payable once DFES is satisfied that approximately 80% of the Fund has been expended on approved Activity costs and the requirements below have been met.

### 5. Reporting

Quarterly Progress Reports (short): due quarterly for the duration of the Activity.

Quarterly report dates (if known): <<Insert dates or “to be advised by DFES”>>

Quarterly report content will generally include: progress update, emerging risks/issues, and expenditure to date against approved budget.

Final Report and acquittal: due within <<Insert>> weeks of Completion Date and will include: narrative summary of activities delivered, expenditure confirmation, and supporting evidence where appropriate.

### 6. Evidence required for final payment

To support release of the final payment, DFES will generally require: a brief progress update and evidence of expenditure proportionate to the grant size and risk (e.g., invoices, records, photographs).

**7. DFES representative (notices and management)**

Name/Position: <<Insert>>

Email: recoverygrants@dfes.wa.gov.au

Phone: 1800 490 678

**8. Fund Recipient representative (notices)**

Name/Position: <<Insert>>

Email: <<Insert>>

Phone: <<Insert>>

Postal address: <<Insert>>

**9. Supplementary terms (if any)**

<<Insert any stream- or project-specific supplementary terms, or "None".>>

SAMPLE