

PROJECT AGREEMENT FOR PREPARED COMMUNITIES

An agreement between:

- the **Commonwealth of Australia**; and
- the **States and Territories of**
 - ◆ New South Wales,
 - ◆ Victoria,
 - ◆ Queensland,
 - ◆ Western Australia,
 - ◆ South Australia,
 - ◆ Tasmania,
 - ◆ the Australian Capital Territory, and
 - ◆ the Northern Territory.

The output of this project will be the delivery of high priority state and territory initiatives to improve community preparedness for, and resilience to, disasters.

Project Agreement for Prepared Communities

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of high priority state and territory initiatives to improve community preparedness for, and resilience to, disasters. The project forms part of the broader Preparing Australia Package of initiatives, which targets investment in key national emergency management and resilience activities that address urgent or critical priorities, or which are of strategic national importance.

Reporting Arrangements

3. The States will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the States of \$5 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2020 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUTS

Outputs

8. The output of this Agreement will be:
 - (a) delivery of high priority state and territory initiatives to improve community preparedness for, and resilience to, disasters.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

Role of the States and Territories

10. The States will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement; and
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to evidence demonstrating that the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Output	Milestone	Report due	Payment
In accordance with clause 8 of the Agreement	State strategy to implement the project including proposed program of activities and delivery arrangements.	30 April 2019	100 per cent of the payment to each State, as set out in Table 2 of the Agreement

13. If a milestone is met in advance of the due date, where the relevant evidence demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

14. The States will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.
15. The States will provide a final performance report by 30 June 2020 outlining the actual outputs of the project including initiatives delivered to improve community preparedness and resilience to disasters.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to the States of \$5 million in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
18. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with Schedule D – Payment Arrangements of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2018-19	Total
Estimated total budget	5.00	5.00
Less estimated National Partnership Payments	5.00	5.00
New South Wales	1.30	1.30
Victoria	0.80	0.80
Queensland	1.15	1.15
Western Australia	0.60	0.60
South Australia	0.40	0.40
Tasmania	0.25	0.25
Australian Capital Territory	0.25	0.25
Northern Territory	0.25	0.25
Balance of non-Commonwealth contributions	0.0	0.0

19. Having regard to the agreed estimated costs of projects specified in this Agreement, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by all the Parties.
22. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Any Party may give notice to other Parties of a dispute under this Agreement.
25. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

27. For the purposes of this Agreement, the following definitions apply:

- (a) **Community:** A social group with a commonality of association and generally defined by location, shared experience or function, and with a number of things in common such as culture, heritage, language, ethnicity, pastimes, occupation or workplace.
- (b) **Disaster:** A serious disruption of the functioning of a community or a society at any scale due to hazardous events interacting with conditions of exposure, vulnerability and capacity, leading to one or more of the following: human, material, economic and environmental losses and impacts.
- (c) **Hazardous event:** The manifestation of a natural hazard in a particular place during a particular period of time.
- (d) **Natural hazard:** A natural process or phenomenon that may cause loss of life, injury or other health impacts, property damage, social and economic disruption or environmental degradation.
- (e) **Preparedness:** The knowledge and capacities developed by governments, response and recovery organisations, communities and individuals to effectively anticipate, respond to and recover from the impacts of likely, imminent or current disasters.
- (f) **Resilience:** The ability of a system, community or society exposed to hazards to resist, absorb, accommodate, adapt to, transform and recover from the effects of a hazard in a timely and efficient manner, including through the preservation and restoration of its essential basic structures and functions through risk management.

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



Senator the Honourable Linda Reynolds CSC
Assistant Minister for Home Affairs

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Signed for and on behalf of the State of New South Wales by

The Honourable Troy Grant MP
Minister for Emergency Services

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Signed for and on behalf of the State of Queensland by

The Honourable Cameron Dick MP
Minister for State Development, Manufacturing, Infrastructure and Planning

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The Honourable Corey Wingard MP
Minister for Police, Emergency Services and Correctional Services


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Mick Gentleman MLA
Minister for Police and Emergency Services

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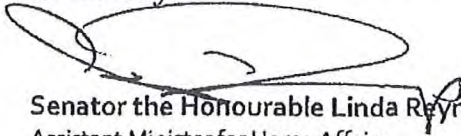
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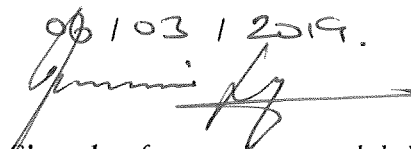
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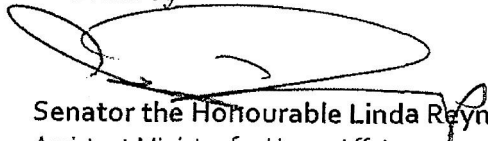
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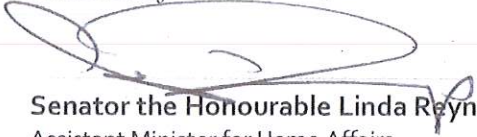
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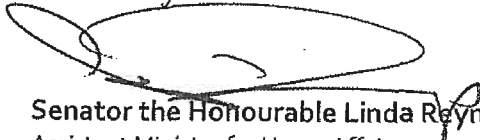
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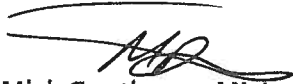
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