

# PROJECT AGREEMENT FOR THE PREPARING AUSTRALIA PACKAGE

An agreement between:

- the **Commonwealth of Australia**; and
- the **States of**
  - ◆ New South Wales, and
  - ◆ Victoria.

The output of this project will be investment in critical emergency management capabilities under the Preparing Australia Package to enhance Australia's natural disaster preparedness and community resilience.

# Project Agreement for the Preparing Australia Package

## 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. The Preparing Australia Package (the Package) will target investments in new and existing critical emergency management capabilities to enhance Australia's natural disaster preparedness and community resilience.
3. This Agreement will support the delivery of three of these capabilities:
  - implementation of the next generation National Fire Danger Rating System,
  - expanded trial and establishment of a national project management office for Public Safety Mobile Broadband, and
  - extension and capital upgrades to Emergency Alert.

### Reporting Arrangements

4. 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

5. The Commonwealth will provide an estimated total financial contribution to the States of \$9.35 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

6. This Agreement and its bilateral Schedules constitute the entire agreement for this project.

### Parties to this Agreement

7. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States of New South Wales and Victoria.

### Term of the Agreement

8. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2019 or on completion of the project, including processing of final

payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

## PART 2 – PROJECT OUTPUTS

### Outputs

9. The outputs of this Agreement are:
- (a) New South Wales, on behalf of all states and territories:
    - i commencing implementation of the 3-year program (phase 3) for the next generation National Fire Danger Rating System, and
    - ii expanding the trial of Public Safety Mobile Broadband to additional locations, and establishing a national project management office in the NSW Telco Authority to implement this capability; and
  - (b) Victoria, on behalf of all states and territories, extending the contracts for and undertaking capital upgrades to ensure the continued operation of Emergency Alert (Australia's national telephony-based warning system) until June 2020.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

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

### Role of the States

11. The States will be responsible for:
- (a) all aspects of delivering on the project outputs set out in Part 2 – Project Outputs; and
  - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

### Shared roles

12. The Commonwealth and the States will be responsible for:
- (a) developing and agreeing bilateral schedules to this Agreement which set out milestones, reporting and payment arrangements in accordance with Part 4 – Project Milestones, Reporting and Payments;
  - (a) meeting 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

13. Project milestones, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments to be made are set out in the bilateral schedules to this Agreement. The Commonwealth will make payments subject to evidence that the relevant milestones have been met.
14. 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

15. The States will provide performance reports in accordance with the bilateral schedules during the operation of this Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

## PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to the States of \$9.35m 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 1.

**Table 1: Estimated financial contributions**

(\$ million)	2018-19	Total
<b>Estimated total budget</b>	<b>9.35</b>	<b>9.35</b>
Less estimated National Partnership Payments	9.35	9.35
New South Wales	7.35	7.35
Victoria	2.0	2.0
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 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. Bilateral schedules to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
23. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

### **Delegations**


24. 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**

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

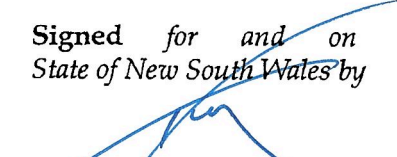
The Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of  
Australia by

  
Senator the Honourable Linda Reynolds CSC  
Assistant Minister for Home Affairs

4 12 2019

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

  
The Honourable Troy Grant MP  
Minister for Emergency Services

28/ 2 / 2019

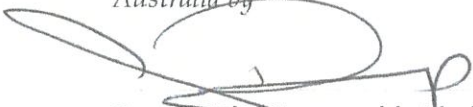
Signed for and on behalf of the  
State of Victoria by

\_\_\_\_\_  
The Honourable Lisa Neville MP  
Minister for Police and Emergency Services

/ /

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

4 12 2019

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

**The Honourable Troy Grant MP**  
Minister for Emergency Services

/ /



Signed for and on behalf of the  
State of Victoria by

**The Honourable Lisa Neville MP**  
Minister for Police and Emergency Services

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## Schedule A

# New South Wales

## PROJECT AGREEMENT FOR THE PREPARING AUSTRALIA PACKAGE

### PART 1 – FORMALITIES

- A1. This Schedule has been developed in accordance with clause 12(a) of the Project Agreement for the Preparing Australia Package and should be read in conjunction with that Agreement.
- A2. This Schedule will commence as soon as it is agreed between the Commonwealth and New South Wales (NSW) and expires on 30 June 2019 or on completion of the project, including processing of final payments against milestones.



## PART 2 – PROJECT MILESTONES, REPORTING AND PAYMENTS

**Table 1: Projects**

Commenced implementation of the next generation <b>National Fire Danger Rating System</b>
<p>Australia's existing National Fire Danger Rating System (NFDRS) is based on 1960s science that no longer adequately services current needs. The NSW Rural Fire Service, on behalf of all jurisdictions and in partnership with the Bureau of Meteorology, is leading the phased development of a new NFDRS underpinned by an improved understanding of fire behaviour and its relationship with the landscape.</p> <p>This new NFDRS will deliver nationally consistent fire danger indicators based on up-to-date scientific data and methodologies. The new system will draw on more data such as diverse vegetation types, national fuel load, weather conditions, and the latest developments in fire behaviour science. The next generation NFDRS will strengthen the ability of fire and emergency services to better understand, forecast and communicate fire weather, and its potential impact on the community at a more granular level. Phases 1 and 2 are complete with a working prototype developed to demonstrate the viability and value of the new system.</p> <p>This project (phase 3) is a 3-year program that will implement the next generation NFDRS nationally by operationalising the prototype and embedding it into the Bureau of Meteorology's warning systems. The Commonwealth will fund 50% of the total cost of the program through the Preparing Australia Package, with the remaining 50% to be funded by the states and territories.</p>
Expanded trial and establishment of a national project management office for <b>Public Safety Mobile Broadband</b>
<p>Public safety agencies currently rely mostly on radio networks for voice communications. These systems are not able to accommodate the technology needed to deliver situational awareness, and evolving public safety capabilities. A federated, nationally interoperable Public Safety Mobile Broadband (PSMB) capability will improve how agencies deliver services through access to high-speed video, images and location tracking.</p> <p>This project will support an expanded trial of PSMB and establish a national project management office in the NSW Telco Authority, which is driving the implementation of this important national capability.</p> <p>A proof of concept trial will be undertaken in 2019 to validate a PSMB service delivery model that meets agreed national objectives and high level requirements. The trial, to be administered by the NSW Telco Authority on behalf of all jurisdictions, will be conducted in urban, regional and remote areas. This project will expand the trial to additional locations, including crowded places such as airports.</p> <p>The project will also establish a time-limited national project management office (PMO) in the NSW Telco Authority with funding support for dedicated staffing and administrative expenses. The PMO will support the proof of concept trial and execute a national roadmap identifying key milestones, work streams and actions for the implementation of PSMB nationally.</p>

- A3. In accordance with clause 9 and 13 of the Agreement, milestones, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in Table 2.

**Table 2: Performance requirements, reporting and payment summary**

Outputs	Milestones	Report due	Payment
Commenced implementation of the next generation National Fire Danger Rating System (NFDRS)	<p>Project manager and team appointed to lead implementation of next generation NFDRS, including engagement of project officers who will be responsible for preparing the detailed specifications for the tender to build the four systems.</p> <p>Revised program management plan for 2019-2022, agreed by the NFDRS Project Board</p>	30 April 2019	\$5,850,000
Expanded trial of Public Safety Mobile Broadband (PSMB)	Project plan including strategy, budget and risk assessment for expanded trial of PSMB, agreed by PSMB Senior Officials Group.	30 April 2019	\$500,000
Establishment of a national project management office in the NSW Telco Authority to implement Public Safety Mobile Broadband (PSMB)	PSMB project management office established in the NSW Telco Authority, with terms of reference and work program agreed by PSMB Senior Officials Group.	30 April 2019	\$1,000,000

## Schedule B

## Victoria

## PROJECT AGREEMENT FOR THE PREPARING AUSTRALIA PACKAGE

## PART 1 – FORMALITIES

- B1. This Schedule has been developed in accordance with 12(a) the Project Agreement for the Preparing Australia Package and should be read in conjunction with that Agreement.
- B2. This Schedule will commence as soon as it is agreed between the Commonwealth and Victoria and expires on 30 June 2019 or on completion of the project, including processing of final payments against milestones.

## PART 2 – PROJECT MILESTONES, REPORTING AND PAYMENTS

Table 1: Project

Extension and capital upgrades to <b>Emergency Alert</b>
<p>Emergency Alert is Australia's national telephony-based warning system. It was implemented as a national partnership between the Commonwealth and the states and territories following the 2009 Black Saturday bushfires and is a key national capability. Emergency Management Victoria administers Emergency Alert on behalf of all jurisdictions.</p> <p>Emergency Alert is nearing end-of-life contractually and technologically. Emergency Management Victoria (EMV) is leading the procurement of a replacement system; however, this will not be finalised before the expiry of the contracts for the current Emergency Alert system in June 2019.</p> <p>This project will extend the contracts with telecommunication providers and implement necessary capital upgrades to the system's hardware to ensure the continued operation of Emergency Alert until June 2020.</p>

- B3. In accordance with 9 and 13 of the Agreement, milestones, their relationship to outputs, expected completion dates, relevant reporting dates and expected payments are set out in Table 2.

Table 2: Performance requirements, reporting and payment summary

Outputs	Milestones	Report due	Payment
Extension of contracts with telecommunication providers and capital upgrades to ensure the operation of Emergency Alert until June 2020.	<p>Contracts with telecommunications providers varied to extend the operation of Emergency Alert until June 2020 and signed by Victoria.</p> <p>Schedule of works developed to ensure necessary capital upgrades are completed by 30 June 2019.</p>	30 April 2019	\$2,000,000