

PROJECT AGREEMENT FOR GLENBROOK PRECINCT UPGRADE, GATEWAY TO BLUE MOUNTAINS NATIONAL PARK

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being:
 - t New South Wales

The output of this project will be to improve facilities for visitors in the Glenbrook precinct of Blue Mountains National Park, which is a major gateway to the Greater Blue Mountains World Heritage Area.

Project Agreement for Glenbrook Precinct Upgrade, Gateway to Blue Mountains National Park

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations 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 Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of upgrades to facilities for visitors to the Glenbrook Precinct of Blue Mountains National Park.
3. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and New South Wales.

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and New South Wales signs the Agreement and will expire on 30 June 2014 or on completion of the project, including acceptance of 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

6. The outputs of this Agreement will be:

improve facilities for visitors in the Glenbrook precinct of Blue Mountains National Park, which is a major gateway to the Greater Blue Mountains World Heritage Area. The improved facilities will include:

- (a) Jellybean Pool car park upgrade;
- (b) ranger office refurbishment;
- (c) road improvements;
- (d) Euroka Campground enhancements;
- (e) entrance road and car park upgrade;
- (f) walking track construction;
- (g) mountain trail construction; and
- (h) directional signage improvements.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

7. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievements against milestones in the delivery of the Glenbrook Precinct Upgrade, Gateway to Blue Mountains National Park project under 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

8. The States will be responsible for

- (a) providing a financial and in-kind contribution to support the implementation of this Agreement;
- (b) all aspects of delivering on the project outputs set out in this Agreement; and
- (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

Shared roles

9. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, 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

10. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

	Milestones	Date due	Relevant Report due	Payment
Improve facilities for visitors in the Glenbrook precinct of Blue Mountains National Park	Heritage and planning approvals have been finalised.	1 December 2012	15 December 2012	\$500,000
	Tender process complete and works commenced on: Jelly Bean Pool car park; ranger officer refurbishment; road improvements; and Euroka Campground enhancements.			
	Tender process complete for Entrance road and car park upgrade	1 May 2013	15 May 2013	\$1,250,000
	The small portion of entry road has been transferred from NSW Department of Lands to the Office of Environment and Heritage.			
	Construction works complete for: Jelly Bean Pool car park; ranger officer refurbishment; road improvements; and Euroka Campground enhancements.			
	Construction works complete for: Entrance Road and car park upgrade; walking track upgrade; mountain bike trail upgrade; and directional signage improvements.	1 May 2014	15 May 2014	\$820,000

Reporting arrangements

11. The States will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
 - (a) a description of actual performance of the States in the period to date against the project milestones;
 - (b) details of any matters that have arisen which could adversely impact on the delivery of the output, and how the States propose to resolve these matters; and:

- (c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
12. The States will also prepare a final Project Report within 90 days of the completion of the project agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
- (a) describe the conduct, benefits and outcomes of the Project;
 - (b) evaluate the Project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
 - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and the States, at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

13. The Commonwealth will provide a total financial contribution to the States of \$2,570,000 in respect of this Agreement. All payments are GST exclusive.
14. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
15. The Commonwealth's and the State's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ 2,580,000)	2012-13	2013-14	Total
Estimated total budget	1,750,000	830,000	2,580,000
Less estimated National Partnership Payments	1,750,000	820,000	2,570,000
Balance of non-Commonwealth contributions		10,000	10,000

16. Having regard to the agreed estimated costs of projects specified in a Project 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 5 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

17. 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

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

Delegations

20. 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

21. Any Party may give notice to the other Party of a dispute under this Agreement.
22. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
23. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.

If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

**Signed for and on behalf of the Commonwealth
of Australia by**

The Honourable Simon Crean MP
Minister for Regional Australia, Regional
Development and Local Government

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

The Honourable Robyn Mary Parker MP
Minister for the Environment, and Minister for
Heritage

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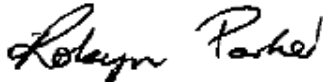
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