

PROJECT AGREEMENT FOR PRINCIPAL PEDESTRIAN NETWORK

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n Victoria

The output of this project is the development and construction of several Principal Pedestrian Networks at key Victorian Destinations.

Project Agreement for the Principal Pedestrian Network

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 four demonstration projects in four local government areas to undertake and complete a Principal Pedestrian Network, from the initial planning and mapping stage through to the implementation and construction of a number of Principal Pedestrian Routes.
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 the State of Victoria (the State).

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and Victoria sign 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 output(s) of this Agreement will be:
 - (a) development of four mapped, validated and agreed Principal Pedestrian Networks for key destinations, one each in the City of Boroondara, the Shire of Yarra Ranges, the City of Frankston and the City of Greater Geelong;

- (b) development of travel plans for major locations at two of the sites;
- (c) construction of selected pedestrian priority and amenity treatments on one to two Principal Pedestrian Routes for each of the four Principal Pedestrian Networks; and
- (d) Final report evaluating outcomes of the project.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

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

Role of the State

8. Victoria will be responsible for:
- (a) providing financial and in-kind contributions to support the implementation of this Agreement;
 - (b) all aspects of delivering on the project outputs set out in this Agreement, including co-ordinating and facilitating the delivery of the project outputs by Victoria's Project Partners;
 - (i) Project Partners include:
 - Frankston City Council;
 - City of Boroondara;
 - City of Greater Geelong;
 - Shire of Yarra Ranges;
 - The University of Melbourne;
 - Victoria Walks Inc.;
 - VicRoads; and
 - Department of Planning and Community Development.
 - (c) providing on-forward funding to Victoria's Project Partners; and
 - (d) 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

Output	Milestone	Date due	Relevant Report due	Payment
Project commencement	Initial contribution towards cost of project commencement.	15/7/2012	30/7/2012	\$300 000
Development of four mapped, validated and agreed Principal Pedestrian Networks for key destinations. Development of travel plans for major locations at two of the sites.	Finalisation of plans for all four individual projects and signing of contracts in preparation for construction works Acceptance of Progress Report by the Commonwealth	15/12/2012	30/01/2013	\$500, 000
Construction of selected pedestrian priority and amenity treatments on one to two Principal Pedestrian Routes for each of the four Principal Pedestrian Networks.	Completion of four construction projects Acceptance of final Construction Report by the Commonwealth	1/7/2013	20/7/2013	\$400 000
Final report evaluating outcomes of the project.	Project completion and final Project Report Final Project Report endorsed by relevant Councils and accepted by the Commonwealth	1/12/2013	31/12/2013	N/A

Reporting arrangements

11. Victoria will provide performance/progress reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
- a description of actual performance of Victoria in the period to date against the project milestones;
 - details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how Victoria proposes to resolve this/these matter(s); 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. Victoria will also prepare a final Project Report within 90 days on the completion of the project(s) 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 Victoria, at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

13. The Commonwealth will provide a total financial contribution to Victoria of \$1.2 million in respect of this Agreement. All payments are GST exclusive.
14. The Commonwealth's funding contribution will not be reduced where Victoria secures funding from other activity partners through innovative and collaborative partnerships.
15. The Commonwealth's and Victoria's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Victoria 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

(\$m)	2012-13	2013-14	Total
Estimated total budget	1.500	0.991	2.491
Less estimated National Partnership Payments	0.800	0.400	1.200
Balance of non-Commonwealth contributions	0.700	0.591	1.291

16. Having regard to the agreed estimated costs of projects specified in a Project Agreement, Victoria 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, Victoria bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Victoria to deliver projects cost effectively and efficiently.

PART 6 – 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 other Party of a dispute under this Agreement.
22. Officials of both 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.

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

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

Signed *for and on behalf of the
State of Victoria* by

The Honourable Anthony Albanese MP
Minister for Infrastructure and Transport

/ / 2012

The Honourable Terry Mulder MP
Minister for Public Transport and Roads

/ / 2012

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Anthony Albanese MP
Minister for Infrastructure and Transport

21/10/2012

Signed for and on behalf of the State of Victoria by



The Honourable Terry Mulder MP
Minister for Public Transport and Roads

23/10/2012