

---

# PROJECT AGREEMENT FOR THE VETERAN WELLBEING CENTRE PROGRAM INITIATIVE - QUEENSLAND

An agreement between:

- the Commonwealth of Australia; and
- the State of Queensland

The output of this project will be the development of a new Veteran Wellbeing Centre at The Village, Oonoonba

# Project Agreement for the Veteran Wellbeing Centre Initiative - Queensland

## 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 Queensland Initiative under the Veteran Wellbeing Centre Program.

### Reporting Arrangements

3. Queensland 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 Veteran Wellbeing Centre at The Village, Oonoonba, Queensland 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 State of Queensland (Queensland).

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Queensland sign it and will expire on 30 June 2022 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. Assist Queensland deliver the following initiatives under the Veteran Wellbeing Centre Program:
  - (a) Partnership development of a new Veteran Wellbeing Centre at The Village, Oonoonba:
    - i. Demolish half of the former Department of Primary Industries (DPI) building located on the corner of Darter and Colvin Streets, Oonoonba
    - ii. Refurbishment of the remaining half of the former DPI building;
    - iii. Construct new cafe with internal and external facilities;
    - iv. Construct five smaller buildings (sometimes referred to as “nissen huts”);
    - v. External works including landscaping and parking areas.
  - (b) Implement a service model for the establishment of the Veteran Wellbeing Centre.

## 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 initiatives under the Veteran Wellbeing Centre Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
  - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement;
  - (c) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

### Role of the State

10. Queensland will be responsible for:
  - (a) all aspects of delivering on the project outputs set out in this Agreement;
  - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments; and
  - (c) for construction projects ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
11. Queensland will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:
  - (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Queensland cannot reasonably fix, or by fixing, will significantly inconvenience users of the works;
  - (b) not cause any legal or physical impediment to the use and occupation of the property and the works for the designated use; and

(c) be fit for use for the designated use.

## Shared roles

- 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

- 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 the annual performance report demonstrating the relevant milestone has been met.

**Table 1: Performance requirements, reporting and payment summary**

Outputs	Performance milestones	Report due	Payment
Partnership development of a new Veteran Wellbeing Centre at Oonoonba	Completion of design and award of works contract	17 April 2020	\$2.05 m
	Construction at lock-up	17 July 2020	\$1.95 m
	Project Completion / Certificate of Practical Completion	7 September 2020	\$1.00 m
Implement a service model for the Veteran Wellbeing Centre	Commencement of service delivery to veterans and their families from the site	21 September 2020	nil

- If a milestone is met in advance of the due date, where the relevant performance report 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

- Queensland 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, including photographs, in the period to date against the project milestones.
- Queensland will provide a final report including a Certificate of Practical Completion for the capital project, a brief description of the project, photographs and official opening dates which can be used for public information and dissemination purposes. This will include a description of the conduct, benefits and outcomes of the projects.

## PART 5 – FINANCIAL ARRANGEMENTS

- The Commonwealth will provide an estimated total financial contribution to Queensland of \$5 million in respect of this Agreement. All payments are exclusive of GST.



17. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners.
18. The Commonwealth's and the Queensland's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to Queensland paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2019-20	2020-21	2021-22	Total
<b>Estimated total budget</b>	<b>6.35</b>	<b>2.95</b>	<b>0.00</b>	<b>9.30</b>
Less estimated National Partnership Payments	2.05	2.95	0.00	5.00
Balance of non-Commonwealth contribution	4.30	0.00	0.00	4.30

19. Having regard to the agreed estimated costs of projects specified in this Agreement, Queensland 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. Any surplus funds retained by Queensland should be re-purposed to provide operational funding to the Veteran Wellbeing centre. Similarly, Queensland 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 Queensland 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 both Parties.
22. Either party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

### Delegations

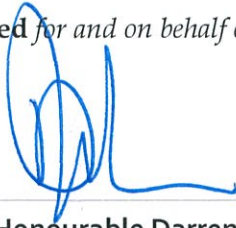
23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### Dispute resolution

24. Either Party may give notice of a dispute under this Agreement.
25. Officials of both 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.

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

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



**The Honourable Darren Chester MP**  
Minister for Veterans' Affairs

Date 9/6/2020

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



**The Honourable Coralee O'Rourke MP**  
Minister for Communities and Minister for Disability Services and Seniors

Date 03/06/2020