

PROJECT PLAN FOR INDEPENDENT REVIEW OF STRUCTURES FOR LOCAL GOVERNANCE AND SERVICE DELIVERY IN SOUTHERN TASMANIA

NATIONAL PARTNERSHIP AGREEMENT TO SUPPORT LOCAL GOVERNMENT AND REGIONAL DEVELOPMENT

PRELIMINARIES

1. This Project Plan is created subject to the provisions of the **National Partnership Agreement To Support Local Government And Regional Development** and should be read in conjunction with that Agreement. The objective in the National Partnership Agreement is to improve the capacity, resilience and infrastructure in communities and build capacity and resilience of local governments.
2. Consistent with Schedule B (Local Government Reform Fund) of the National Partnership Agreement, the Commonwealth has agreed to provide financial assistance of \$150,000 to improve the financial sustainability and resilience of 12 southern Tasmanian councils by developing models and recommendations for more effective local government service delivery.
3. Where there are inconsistencies between this Project Plan and the Guidelines for Regional Development and Local Government Programs, the provisions of the National Partnership Agreement will apply.

TERMS OF THIS PROJECT PLAN

4. This Project Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister responsible for Regional Development and Local Government, and the Chair, Southern Tasmanian Councils Authority.
5. This Project Plan will cease on completion of the project, including the acceptance of final performance reporting and processing of final payments against project milestones specified in this Project Plan.
6. This Project Plan may be varied by written agreement between the Parties.
7. Either Party may terminate this agreement by providing 30 days notice in writing. Where this Project Plan is terminated, the Commonwealth's liability to make payments to the State is limited to payments associated with project milestones achieved by the Local Government Participating Authority at the date of effect of termination of this Project Plan.
8. The Parties to this Project Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to this Project Plan.

PROJECT OBJECTIVES

9. The objectives of this Project Plan are consistent with the objectives of the National Partnership Agreement to Support Local Government and Regional Development and will:
 - (a) maximise the financial sustainability of the southern Tasmanian local government sector to support continued provision of services to its communities over the long term by promoting more effective service delivery and increasing collaboration within the sector; and
 - (b) develop viable, sustainable models for future local government reform in Australian jurisdictions.

OUTPUTS

10. The output of this Project Plan will be a program of activities which produces:
 - (a) discussion papers on the key issues confronting local government in southern Tasmania, including community and economic development, public and community health, and sustainable infrastructure provision;
 - (b) clearly articulated, practical, sustainable options for local government in southern Tasmania, including but not limited to amalgamation and resource sharing, to be used for consultation with the community, State and Commonwealth Governments;
 - (c) a final report outlining the issues, strengths and weaknesses of each model and the panel's opinion on the most suitable option for southern Tasmania; and
 - (d) a national reference resource for local government, particularly for those other regions in Australia facing the same range of issues, setting out the options developed, the process undertaken, and the proposed future steps to be taken.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

11. The Commonwealth is responsible for reviewing the performance of the Local Government Participating Authority - the Southern Tasmanian Councils Authority - against the project milestones specified in this Project Plan and providing any consequential financial contribution to the State for that performance.

Role of the State

12. The State will on-forward funding in a timely manner to the Local Government Participating Authority in line with the National Partnership Agreement and this Project Plan, and in accordance with the payment arrangements outlined in section D10 of Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

Role of the Local Government Participating Authority

13. The Southern Tasmanian Councils Authority (STCA) is the Local Government Participating Authority and will administer and manage the project.
14. The STCA is responsible for all aspects of project implementation, including:
 - (a) fully funding the project, after accounting for financial contributions from the Commonwealth and any third party;

- (b) completing the project in a timely and professional manner in accordance with this Project Plan; and
 - (c) meeting all conditions and project milestones including providing reports in accordance with this Project Plan.
15. The officers and councillors of the 12 southern Tasmanian councils involved in the project will work with the expert panel which will be established by the STCA to deliver the project outputs.

PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

16. The maximum financial contribution to be provided by the Commonwealth for the project is \$150,000 payable in accordance with project milestones set out in Table 1. All payments are exclusive of GST.

Table 1: Project milestones and associated payments

Project milestone	Due date	Amount
<i>Project initiation</i>	<i>Expected by</i>	
(i) Agreement to the Project Plan	30 Nov 2010	\$37,500
<i>Project implementation</i>	<i>Expected by</i>	
(ii) Terms of reference of Project Steering Committee finalised and Project Steering Committee established.	30 Dec 2010	
(iii) Appointment by the Regional Councils of an independent panel.	31 Jan 2011	
<i>Stage 1</i>	<i>Expected by</i>	
(iv) Identification of topics of key areas of reform.	31 Mar 2011	
(v) Exploration of issues and options in topic papers.	31 May 2011	
(vi) Consultation period with key stakeholders and the community.	22 July 2011	
<i>Progress Report</i>	<i>Expected by</i>	
(vii) Submission of progress report by the STCA.	22 July 2011	
(viii) Acceptance of progress report by the Commonwealth	22 Aug 2011	\$97,500
<i>Stage 2</i>	<i>Expected by</i>	
(ix) Development of alternate local government models for southern Tasmania.	22 Sept 2011	
(x) Consultation on models/options with key stakeholders and the community.	24 Oct 2011	
(xi) Development and publication of options, process and recommendations.	24 Nov 2011	
(xii) Preparation of resource for use by others.	24 Nov 2011	
<i>Project completions</i>	<i>Expected by</i>	
(xiii) Project completed.	24 Nov 2011	
(xiv) Independent project evaluation complete.*	20 Jan 2012	
(xv) Submission of final project report by the STCA.	20 Feb 2012	
(xvi) Acceptance of final project report by the Commonwealth.	20 Mar 2012	\$15,000

* The evaluation report will be a stand-alone document that can be used for public information dissemination purposes regarding the project. The report will describe the conduct, benefits and outcomes of the project as a whole and evaluate the project. The evaluation will assess the extent to which the objective in this Project Plan has been achieved and explain why any aspects were not achieved. The report will also include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective evaluation of the project, which the Commonwealth notifies the STCA should be included in the independent project evaluation report at least 30 days before it is due.

17. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the State Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

BUDGET

18. The overall estimated project budget (exclusive of GST) is set out in Table 2.

Table 2: Overall estimated project budget – 2010-11 to 2011-12

Expenditure item	C'wealth	STCA	Total
(i) Sitting fees – Expert Panel	\$50,000	\$10,000	\$60,000
(ii) Travel	\$10,000		\$10,000
(iii) Consultancy, legal and research fees	\$40,000		\$40,000
(iv) Secretarial support	\$15,000	\$20,000*	\$35,000
(v) Printing and publishing costs	\$15,000	\$10,000*	\$25,000
(vi) Meeting expenses - consultation	\$10,000	\$10,000*	\$20,000
(vii) Council input, advice and involvement		\$120,000*	\$120,000
(viii) Project management		\$10,000*	\$10,000
(ix) Project evaluation	\$10,000		\$10,000
TOTAL	\$150,000	\$180,000	\$330,000

* In-kind contribution.

REPORTING ARRANGEMENTS

19. The STCA will provide progress reports to the Commonwealth to demonstrate its achievement of project milestones set out in Table 1.
20. Each progress report will contain the following information:
 - (a) a description of actual performance of the project to date against the project milestones, including details of the completion of activities;
 - (b) details of mitigating circumstances and remedial action undertaken in the event a project milestone is not met by the time specified;
 - (c) a description of the work that will be undertaken to complete the remaining project milestones and any expected promotional opportunities during the next reporting period; and
 - (d) any other information requested by the Department of Regional Australia, Regional Development and Local Government (the Department), limited to the minimum necessary for the effective evaluation of the project, which the Commonwealth notifies the STCA should be included in this progress report at least 30 days before it is due.
21. The progress report must be accompanied by written confirmation from the STCA that milestones have been met in accordance with the agreed Project Plan.
22. The final project report is due by 20 February 2012 or - if this Project Plan is terminated in accord with paragraph 7 - within 60 business days of termination.
23. The final project report will include evidence that the project was completed in the specified manner and the program aims were reached, including that the agreed milestones were met and the project was completed in a timely manner.
24. The Department requires one hard copy and an electronic copy in Microsoft Word and/or Microsoft Excel format of each report.

ACKNOWLEDGEMENT AND PUBLICITY

25. The Australian Government or its nominee must be invited to attend and/or participate in organised activities, such as media events.
26. The Australian Government's financial support must be acknowledged in all publications, promotional material, and activities relating to this project. Published acknowledgments must receive prior approval from the Department.

NOTICES

27. A notice relating to this project, rather than the Agreement generally, is to be in writing and dealt with as follows:

- a) if given by the State to the Commonwealth:

General Manager
Regional and Local Government Policy Branch
Department of Regional Australia, Regional Development and Local Government
GPO Box 803
CANBERRA ACT 2601

- b) if given by the Commonwealth to the State:

Chair
Southern Tasmanian Councils Authority
GPO Box 503E
HOBART TAS 7001