



Hon Tjorn Sibma MLC  
Chairman  
Standing Committee on Estimates and Financial Operations  
icefoc@parliament.wa.gov.au

Dear Chairman

Following review of the Hansard Transcript emailed on 4 September 2019, I would like to address the following incorrect factual information I communicated at the Department of Transport hearing for the Standing Committee on Estimates and Financial Operations inquiry into the Government's Local Projects Local Jobs (LPLJ) program on 2 September. I have also addressed the question taken on notice.

### **Scope Variations**

On page 4 of the proof refers to the Chair asked *'Of the 20 or so projects that you have, have there been any variations from original intent or have they all remained the same.'* At another point, as noted on page 11, Hon. Jacqui Boydell asked *'There were no variations whatsoever?'*

I can now confirm there was one agreed scope variation of the LPLJ projects allocated to the Department of Transport. It was for MET236 Hampton Road safety upgrades. In this project, the recipient wanted to include the Lloyd Street intersection upgrade in the works, in addition to the Hampton Road safety upgrade. Approval to broaden the scope of the project was sought via the Minister for Transport's office; and also approved by the local member. This did not result in a change to the budget allocation for the project.

The Chair also asked *'Do you recall receiving any advice from DPC, in the event there is a variation, about how you would deal with it?'*

I can confirm we did receive advice on the procedure should the recipient request a variation. The procedure was to discuss the request for variation with the Department of Transport's Ministerial and Government Business Unit, who would then discuss the request with the Minister for Transport's Ministerial Office.

### **PTA funding MET262**

Page 8 refers to MET262 where the Chair asked *'...did you have to transfer that \$20,000 to PTA to enable them to do that task?'* I can confirm a transfer of \$18,042 occurred after the installation of security upgrades at Greenwood station.

### **Questions on notice Bike Paths**

On page 10, Hon. Diane Evers asks '*Through the Local Projects, Local Jobs, roughly how much was it for bike paths?*'

I can confirm, \$200,000 was allocated to bike paths, comprising of \$100,000 for MET057 Balga Perth Bike Network Route Upgrade; and \$100,000 for MET187 Extension of the bike path from Lacey St to William St.

Attached is the supplementary information as requested

Yours sincerely

A handwritten signature in black ink, appearing to be 'MP', with a long horizontal stroke extending to the right.

Michelle Prior  
A/Director Active Transport and Safety

16 / 9 /2019

Enclosed 2 documents

**STANDING COMMITTEE ON ESTIMATES AND FINANCIAL OPERATIONS  
INQUIRY INTO THE GOVERNMENT'S LOCAL PROJECTS, LOCAL JOBS PROGRAM**

**SUPPLEMENTARY QUESTIONS**

**Department of Transport**

**Hon Tjorn Sibma asked**

B1 Please provide a copy of the grant agreement template used for the projects

Answer: See Attached 'Local Projects Local Jobs Grant Agreement Template'

B2 Please provide details about when you received information about the project commitments and from whom it was received

Answer: An Excel Spreadsheet detailing the commitments the Department was entrusted to deliver was received by myself on 24 April 2017. I received it from the Department of Transport's Senior Budget Analyst.

B3 Please provide a breakdown of when each agreement commenced.

Answer: Project grant agreements signed and Financial Year Funding commenced

<b>DPC Code</b>	<b>Project Name</b>	<b>FY agreement signed and first milestone payment</b>
MET004	Addressing road safety and hooning in Balga, Westminster and Alexander Heights	2018-19
MET057	Balga Perth Bike Network Route Upgrade	2016-17
MET059	Ballajura Market Place Footpath	2017-18
MET075	Beaufort Street Activation and Traffic Calming, Inglewood	2016-17
MET098	Blackmore Avenue traffic calming	2016-17
MET100	Bus Shelters	2016-17
MET261	City of Gosnells - Road safety improvements Gay Street Huntingdale	2017-18
MET187	Extension of the bike path from Lacey St to William St, costs to be matched by City of Gosnells	2018-19
MET216	Gosnells Bicycle Users Group - grant for maintenance training	2016-17

MET225	Construction of speed bumps, traffic calming devices, better road signs	2018-19
MET225	Construction of speed bumps, traffic calming devices, better road signs	2018-19
MET234	Hammond/Frankland/Russell Road Intersection	2017-18
MET236	Hampton Road safety upgrades	2017-18
MET262	Improving security at Greenwood Train Station	2018-19
MET383	Paget Street/South Street intersection safety upgrades	2017-18
MET418	Roleystone SHS	2016-17
MET443	South Terrace road safety upgrades	2017-18
MET485	Traffic Calming on Hillsborough Drive & Woodchester Rd	2017-18
MET554	Two Rocks Beach Erosion Project	2017-18

B4 Who made the decision to reallocate funding for the installation of electronic warning signs?

Answer: On 16 July 2016 the Minister of Transport's Senior Policy Adviser advised the Department of Transport that the Local Member, Hon Paul Papalia MLC had approved a change in scope to MET425. The advice indicated that this would require a transfer of funds from the Department of Transport to the Department of Education. As at 16 September 2019, the funds transfer has not occurred yet.

B5 Not applicable. These was no B5 itemised.

B6 Please provide further information specifying bus shelters referred to against MET100.

Answer: List of Bus Shelter Locations

STOPNUMBER	STATUS	ROAD NAME	STOPNAME	SUBURB	ASSET TYPE
<b>SWAN</b>					
15504	Active	PINASTER PDE	after Woodlake Bvd	ELLENBROOK	Infounit Narrow
23816	Active	MAIN ST	after Tome Wy	ELLENBROOK	Infounit Narrow
25899	Active	THE BROADWAY	after Birchmore Gdns	ELLENBROOK	Infounit Narrow
<b>MUNDARING</b>					

15188	Active	KEANE ST	after Blair Pl	MOUNT HELENA	Orange Post
15225	Active	WILSON ST	after Needham Rd	WOOROLOO	Orange Post
17751	Active	WERRIBEE RD	after Allen St	WOOROLOO	Orange Post

## Local Projects Local Jobs Program Grant Agreement Contract

Your ref : METxxx  
Our ref : Axxxxxx  
Enquiries : [Insert Grant Coordinator Name]  
Telephone : [Insert Number]

CEO Name  
Local Government Name  
ADDRESS LINE 1  
ADDRESS LINE 2

To the Chief Executive Officer

### Advice of offer for Local Projects Local Jobs Grant Funding

This grant offer is part of the McGowan Government's Local Projects, Local Jobs (LPLJ) program providing financial support for a range of projects across Western Australia. The funding program was established to target important grassroots initiatives and projects that benefit local communities.

The LPLJ program assists a variety of local community organisations including sports groups, local governments, and not for profit organisations to deliver much-needed upgrades to community facilities, road safety improvements, infrastructure and programs.

The Department of Transport (DoT) is pleased to offer you funding assistance for the [Project Name](#). Acceptance of this offer constitutes an agreement between the [\[Local Government Name\]](#) (hereafter known as 'The Grantee') and the Director General of Department of Transport (hereafter known as 'The Grantor').

The agreement is for the delivery of the following project: [\[include project details\]](#)

The following details have been accepted:

**To a maximum of:** \$xxxx GST exclusive

#### Timeframe:

All works are to be completed by [\[date\]](#), with the project Acquittal Report and supporting documentation to be submitted by [\[date\]](#).

In the event that the project cannot be completed and acquitted in line with the above deadlines, DoT must be notified in writing at least 30 days in advance. Approval of amended dates is required in writing from the DoT Cycling Team.

### STATEMENT OF UNDERSTANDING

The Grantor and the Grantee enter into this Grant Agreement Contract for their mutual benefit and will work together to ensure the success of the project.

The project delivery will be based on the following principles;

- a) A cooperative and transparent approach to the project in order to benefit the community and provide mutual co-benefits to both parties;
- b) Communications and media statements relating to the project should contain a consistent message agreed by both parties prior to release; and

This statement of principles does not affect the legally binding nature of the Agreement.

If you wish to accept this offer, please sign and return this letter and Grant Agreement by email. (Please note that signature must be that of the Chief Executive Officer or authorised officer pursuant to section 9.49A *Local Government Act 1995*).

Yours Sincerely

Signature of Grantor:

[Insert Name]

A/Executive Director Integrated Transport Planning

Date

Signature of Grantee

\_\_\_\_\_  
[CEO of the Grantee, or authorised  
Officer or employee of the Grantee  
pursuant to section 9.49A  
Local Government Act 1995.]

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# GRANT AGREEMENT

## BETWEEN

The Minister for Transport on behalf of the State of Western Australia ("**Grantor**")

And

[*insert name of Local Government*] ("**Grantee**")

## RECITALS

- a) The Local Projects, Local Jobs Grant Program (LPLJ) is an initiative of the State Government. The Grantor, through the Department of Transport is responsible for administering grant funding for the Program.
- b) The Program supports a range of projects across the State to support initiatives and programs to make a difference to local communities. In particular, the program assists various local community organisations including sporting groups, local governments, and not for profit service providers to deliver upgrades to community facilities and road safety improvements.
- c) Funding assistance has been granted to undertake the Project, and the Grantor has agreed to provide a Grant subject to the terms and conditions of this Agreement.

The **PARTIES AGREE** as follows:

### 1 DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

**Agreement** means this Grant Agreement, including its recitals and any schedules or annexures (if any).

**Acquittal** occurs when the Grantor has deemed the Project and all associated administrative requirements has been completed and finalised to the satisfaction of the Grantor and has advised the Grantee that the reports and financial information provided by the Grantee are in accordance with clause 7.6 and are satisfactory.

**Acquittal Report** means the report in the form required by the Grantor confirming completion of the Project and Works as set out in Schedule 1 to this Agreement.

**Actual Project Costs** means the actual costs that were incurred by the Grantee in the course of administering and completing the Project.

**Grant** or **Grant Funds** means \$ [*insert the specific amount*] exclusive of GST and comprises the total amount of Grant Funds payable by the Grantor under this Agreement.

**Milestone Table** means the table in Schedule 1 setting out significant events in the Project works that identify completion of a major component or stage of the Project Works, some of which are eligible for a payment. **Milestone** means each milestone listed in the table.



**Party** means either the Grantor or the Grantee as the context requires, and **Parties** means both.

**Project or Works or Project Works** means the work to deliver [*set out the details here and make sure that it corresponds with the Project Title in the letter...*]

## **2 AGREED SCOPE**

The Grantor agrees to provide the Grant for the Grantee to deliver the above Project in accordance with this Agreement.

## **3 TERM**

The Term of this Agreement is from the date it is signed to the date it is Acquitted. Unless stated otherwise, this Agreement is for funding for *one/two* financial year/s and all works for the Project are to be completed by [*date*] or [*dates*], with the project Acquittal Report and supporting documentation to be submitted by [*date*] or [*dates*], as set out in Schedule 1 to this Agreement.

## **4 VARIATIONS**

Any variation to this Agreement must be made and confirmed in writing by both parties.

## **5 RELATIONSHIP BETWEEN THE PARTIES**

The parties agree that nothing in this Agreement may be construed to make either of them a partner, agent employee or joint venturer of the other.

## **6 ROLE OF THE GRANTOR**

The Grantor in administering Local Projects, Local Jobs grant funding will carry out the following responsibilities:

### **6.1 Liaise with the Grantee on the Project, in the following manner:**

- a) Approve the scope of the Project or Project works and approve in writing quotations from any third-party contractors where any part of the works for the Project is awarded to a third party.
- b) Review and approve designs prior to finalisation or before construction of the Project or the Project Works commence.
- c) Monitor the progress of the Project and liaise with the Grantees nominated officer.
- d) Provide the Grantee with all required documents, templates, and assistance to enable the Grantee to fulfil its reporting obligations and Acquittal obligations under clause 7.6 and Milestone Table in Schedule 1 to this Agreement.
- e) Keep the Grantee advised of any legislative, regulatory or policy issues that may impact operations of the Project.
- f) Review options for a revision to the Project scope if requested by the Grantee, but only if the Grantor deems these necessary due to unforeseen circumstances.

### **6.2 Make payment of the Grant Funds**

- a) The Grantor will fund the Grant Amount to deliver the Project up to a maximum of *\$xxx*.

- b) Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee the Grant Funds in accordance with the Milestone Table set out in Schedule 1.
- c) The Grantor will issue a Recipient Created Tax Invoice (RCTI) to the Grantee on their behalf for each payment. The Grantee will not issue DoT a tax invoice.

## **7 OBLIGATIONS OF THE GRANTEE**

### **7.1 Use of the Grant Funds**

The Grantee will use the Grant Funds solely for the use and purpose of the Project. The Grantee must repay the Grantor any Funds that the Grantor has paid which are not used in accordance with this Agreement, unless there has been written agreement otherwise between the parties.

### **7.2 Level of Grant Funds**

The Grantee accepts that the Grant is capped to the maximum amount under this Agreement. Should the Project cost exceed the Estimated Costs, the Project shall continue to completion, and the Grantee is obliged to meet all the additional costs of the Works.

### **7.3 Grantee's General Role and Obligations**

The Grantee's role is to undertake the tasks necessary to complete the Project, and will:

- a) Agree the Project scope, milestones and timeline upon signing of this Grant Agreement.
- b) Work in partnership with the Grantor in the management of the project.
- c) Carry out the work for the Project in accordance with all relevant standards, guidelines, and Agreed Scope where it may exceed minimum standards, unless otherwise agreed.
- d) Seek the written approval of the Grantor to any third party contractor's involvement (if any) in carrying out any of the Project Works and obtain the written approval of the Grantor to any third party quotations to carry any part of the Project covered by this Agreement.

### **7.4 Approvals required to be provided prior to commencement of Works**

7.4.1 It is the sole responsibility of the Grantee to obtain and provide the Grantor with all planning and other approvals prior to commencement of the Works. The Grantee must:

- a) at all times comply with all applicable laws; and
- b) obtain the written approval of the Commissioner of Main Roads or their delegate for the proposed road signs, road markings and traffic signals (if any) under regulation 297 of the Road Traffic Code 2000.

## **7.5 Keeping of financial records related to the Project**

The Grantee must:

- 7.5.1 keep and maintain proper, accurate, complete and up to date records to the satisfaction of the Grantor of all work undertaken and monies expended in the course of and in connection with the Project;
- 7.5.2 ensure its financial documents and records enable all income and expenditure related to the Grant to be identified in the accounts of the Grantee;
- 7.5.3 keep and maintain accurate and complete up to date records of communications and events that affect, relate to or impact on the management or delivery of the Project; and
- 7.5.4 ensure that all records are available for inspection at all times upon request by the Grantor.

## **7.6 Grant Acquittal:**

- 7.6.1 The Grantee must submit to the Grantor an itemised statement of expenditure, or copies of Project expenditure invoices upon the completion of the Project Works.
- 7.6.2 The Grantee must submit a completion certificate to be signed by the Chief Executive Officer or Director of Technical Services (or equivalent directorate) of the Grantee verifying that all Works have been completed in accordance with the approved design and approved standards. verifying that all works have been completed in accordance with Austroads guidelines and the agreed scope and design of the project.
- 7.6.3 The Grantor reserves the right to seek an independent audit of the financial statements and the statement of expenditure upon completion.
- 7.6.4 An audit may be carried out on the completed infrastructure works of the Project by either the Grantor's staff or by a contractor at the Grantor's expense. The Grantee will provide all reasonable access to the Project site and provide access to all records in order to carry out an audit.
- 7.6.5 If the Project has not been completed to the agreed standards, the Grantee will be required to perform appropriate remedial works before Grant Acquittal and payments can be processed. The Grantee will be obliged to pay any additional costs that may be incurred in carrying out such further works.
- 7.6.6 If the Grantee fails to deliver the Project as per the agreed scope and standards, the Grantor reserves the right to make a partial payment of the Grant to cover costs incurred to that date. The discretion to do so lies solely with the Grantor. The Grantee is still obliged to comply with other reporting and Acquittal obligations.
- 7.6.7 Any delays in completing the Project within the agreed scope and timeframe may result in a delay in the Grants Acquittal process.
- 7.6.8 The Grantor will not be held responsible for any losses or damages incurred by the Grantee as a result of delays in processing Grant Acquittal and payment.

## **8 GOODS AND SERVICES TAX**

### **8.1 For the purposes of this clause:**

- a) GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and all associated legislation and regulations.
- b) Any terms used in this clause that are used in the GST Act have the same meanings as in the GST Act.

8.2 This Grant is exclusive of GST.

8.3 If the parties agree that if the Grant is subject to GST, the Grantor will issue the Grantee with a Recipient Created Invoice (RCTI), then the parties agree that:

- a) The Grantor will issue a RCTI in respect of the GST payable on the supply of the Grant and the Grantee will not issue a tax invoice in respect of that supply;
- b) The Grantee warrants that it is registered for the purposes of GST and the Grantee will notify the Grantor in writing if it ceases to be registered for the purpose of GST during the term of this Agreement.

## **9 OWNERSHIP AND MAINTENANCE OF THE ASSET**

The Grantee owns the asset and associated items or infrastructure created by the Project the subject of the Grant, and is responsible to carry out inspections for its maintenance and upkeep.

## **10 INDEMNITY**

- 10.1 The Grantee indemnifies the Grantor, the Minister for Transport, the State of Western Australia, the Department of Transport and its respective employees in relation to the design, construction, maintenance and use of the infrastructure that comprises the Project.
- 10.2 Indemnity for the above shall be against all actions, suits, claims, demands, proceedings, losses, costs, expenses and liability which anyone may suffer, incur or sustain, howsoever arising.

## **11 LIMITATION OF GRANTOR'S LIABILITY**

- 11.1 Neither the Minister for Transport nor the Grantor or any agency, instrumentality of the State (and any Minister, officer or employee or any of them) shall be:
  - a) liable in negligence or otherwise for the success or otherwise of the Project;
  - b) responsible for any losses or financial shortfalls encountered by the Grantee in connection with the Project;
  - c) liable to pay compensation if this Agreement has been terminated in total or in part.

## **12 PROJECT UNABLE TO PROCEED – TERMINATION BY GRANTEE**

- 12.1 Should there be a change to the scope, or difficulties arise that are outside the control of the Grantee, a written request must be made as soon as practicable to the Grantor for approval before changes to the Works are carried out.
- 12.2 In the event the Project Works are unable to be completed, the Grantee must notify the Grantor immediately and provide the relevant facts, and cease works, where the works are unable to be completed, the Grantee may terminate this contract by giving written notice to the Grantor. and provide the relevant facts and cease continuing any works on the Project and terminate this contract by giving written notice to the Grantor.
- 12.3 In the event this Agreement is terminated the Grantee shall be obliged to comply with reporting and acquittal requirements in clause 7.6 for the portion of the Grant provided to the Grantee to that date, and the Grantor will have no further obligation to pay the Grantee any part of the Grant which has not yet been paid to the Grantee. If the Grantee terminates the Agreement under this provision the Grantor will only be liable to pay costs incurred to that date. Any grant amount already paid to the Grantee which has not been spent on activities related to the project, is to be returned to the Grantor.

## **13 MEDIA RELEASES AND ACKNOWLEDGEMENT OF FUNDING**

- 13.1 The Grantee to prepare a media statement at the conclusion of the project.

- 13.2 All press releases and public announcements, signage, publications, articles, newsletters and presentations relating to the award of the Grant and the use of the Grant require prior approval from the Grantor, and shall:
- a) give equal representation to the Parties in the display of logos and party names where agreed and as deemed appropriate; and
  - b) be consistent with the Department of Transport's style guide.
  - c) include the State Government of Western Australia Crest and the words '*supported by the Local Projects, Local Jobs program*'
- 13.3 The respective roles of the Parties must be acknowledged at relevant events, conferences, and project launches where the Project is promoted.
- 13.4 The Grantee shall coordinate joint media communications and advertising or promotional publications with the Grantor prior to the release of any such media statement, advertising proposals and advertisements in relation to the Project. These are to be agreed between the Parties before publication.
- 13.5 Any signage to be installed acknowledging the Work (before, during or upon completion) must contain all appropriate logos, and be approved by the Grantor prior to installation. The Grantor will provide a template.

#### **14 FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006**

- 14.1 The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the Freedom of Information Act 1992 and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Grantee.
- 14.2 The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the Financial Management Act 2006 are not limited or affected by this Agreement.
- 14.3 The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Grantee's records and information concerning this Agreement.

#### **15 MINISTERS DISCRETION**

- 15.1 The Minister may terminate this Agreement by providing notice in writing to the Grantee if, in the opinion of the Minister, the Project is no longer necessary for any reason. The Agreement is then terminated from the date specified in that notice.

#### **16 PARTIES CONTACTS**

The Grantor's contact and representative for this Agreement is:

[Insert DoT Grant Coordinator Contact Details]

The Grantees contact details are:

Name, phone

E-mail:

The Grantee shall immediately inform the Grantor of any changes to the contact person and their details.

SIGNED BY THE PARTIES:

This                      day of                      201X

\_\_\_\_\_  
Signature of Grantor:

Signed for and on behalf of the Minister for Transport  
By the Executive Director Integrated Transport Planning  
(Name: Insert Name of Executive Director)

Signature of Grantee:

\_\_\_\_\_  
[Signature of CEO or the Grantee or other  
employee of the Grantee pursuant to section  
9.49A of the Local Government Act 1995]

\_\_\_\_\_  
print name and title

**SCHEDULE 1**  
**Milestone Table**

<b>MILESTONE</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>REPORTING REQUIREMENT</b>
1.			
2.			
3.			
4.			
5.			