

# PROJECT AGREEMENT FOR LEGAL ASSISTANCE BUSHFIRE SUPPORT

An agreement between:

- the Commonwealth of Australia; and
- the States of
  - ♦ New South Wales,
  - ♦ Victoria,
  - ♦ Queensland, and
  - ♦ South Australia.

The output of this project will be the delivery of efficient and effective legal assistance services to support relief and recovery efforts from the 2019-20 Bushfire Disaster activated under Category C of the *Disaster Recovery Funding Arrangements*.

# Project Agreement for Legal Assistance Bushfire Support

## 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 efficient and effective legal assistance services (specifically by Legal Aid Commissions, Community Legal Centres and Aboriginal and Torres Strait Islander Legal Services) to support relief and recovery from the 2019-20 bushfire disasters in New South Wales, Victoria, Queensland and South Australia (the States).

### Reporting Arrangements

3. The States 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 States of \$8.745 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 States.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 September 2021 including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties. The Parties note that some legal assistance services delivered through funding provided under this Agreement may extend beyond the expiration of this Agreement.

## PART 2 – PROJECT OUTPUT

### Output

8. The output of this Agreement will be the delivery of efficient and effective legal assistance services (additional to funding and services provided under the *National Partnership Agreement on Legal Assistance Services 2015-20* and *National Legal Assistance Partnership 2020-2025*) to support relief and recovery efforts from the 2019-20 Bushfire Disasters activated under Category C of the *Disaster Recovery Funding Arrangements*.

## 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 the legal assistance services to support relief and recovery efforts from the 2019-20 bushfire disasters 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

10. The States will be responsible for:
  - (a) administering Commonwealth funding for the delivery of the project output set out in Part 2 – Project Output of this Agreement with identified legal assistance services providers, including managing any need for funded services to extend beyond the expiration of this Agreement;
  - (b) considering funding multiple types of legal assistance services to meet the breadth of client need presenting to legal aid commissions, community legal centres (including national centres) and Aboriginal and Torres Strait Islander legal services;
  - (c) monitoring and assessing the delivery of legal assistance services to support relief and recovery efforts from the 2019-20 bushfire disasters by legal assistance services providers in accordance with the National Monitoring and Evaluation Framework for Disaster Recovery;
  - (d) ensuring legal assistance service data is collected and reported consistent with the *National Legal Assistance Data Standards Manual*;
  - (e) reporting to the Commonwealth on the delivery of the output, as set out in Part 4 – *Project Milestones, Reporting and Payments*; and
  - (f) ensuring this funding is not claimed as eligible expenditure under Category A of the *Disaster Recovery Funding Arrangements*.

### Shared roles

11. The Parties share the following roles and responsibilities:
  - (a) meeting biannually on a bilateral basis to discuss the operation of this Agreement; and

- (b) 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

12. **Table 1** summarises the milestones for the project, their relationship to the output, 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**

Output	Performance milestones	Report due	Payment
The delivery of efficient and effective legal assistance services to support relief and recovery efforts from the 2019-20 Bushfire Disaster.	Provision of progress report relating to determining the nature and location of greatest bushfire related legal need	30 May 2020	100 per cent of State's 2019-20 allocation
	Provision of progress report identifying legal assistance service provider(s).	30 June 2020	100 per cent of State's 2020-21 allocation
	Provision of performance report relating to the <u>operation</u> of legal assistance services to support relief and recovery efforts from the 2019-20 bushfire disasters for <u>1 July 2019 to 30 June 2020</u> period.	30 September 2020	Nil
	Provision of <u>final report</u> relating to the <u>operation</u> of legal assistance services to support relief and recovery efforts from the 2019-20 bushfire disasters for <u>1 July 2020 to 30 June 2021</u> period.	30 September 2021	Nil

13. 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

14. The States 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 in the period to date against the project milestones.
15. The performance reports relating to determining the nature and location of greatest bushfire related legal need and identifying legal assistance service provider(s) are to contain a statement on the process for determining the legal assistance service provider(s) at, or around, the most affected Local Government Areas (LGAs) activated under Category C activation of the *Disaster Recovery Funding Arrangements*.
16. The performance report relating to the operation of legal assistance services to support relief and recovery efforts from the 2019-20 bushfire disasters for 1 July 2019 to 30 June 2020 is to contain the following information:
  - (a) confirmation of the legal assistance service provider(s) in receipt of Commonwealth funding including funding allocated;
  - (b) a statement of the approach to be taken on the allocation and administration of the service(s) being employed by the identified legal assistance service provider(s), and disaggregated by LGA and legal service delivery to individuals, and small business and primary producers;
  - (c) the number of legal assistance services delivered under this Agreement, disaggregated by service type, primary law type and problem type (where collected);
  - (d) a report on the distribution of Commonwealth funding to identified legal assistance service provider(s) targeted to the most severely affected LGAs, and disaggregated by individuals, and small business and primary producers; and
  - (e) contextual information about any collaborative activities undertaken which the legal assistance service provider(s) has engaged with during the relevant reporting period.
17. The final performance report relating to the operation of legal assistance services to support relief and recovery efforts from the 2019-20 bushfire disasters for the 1 July 2020 to 30 June 2021 period provided by 30 September 2021, is to contain:
  - (a) confirmation of the legal assistance service provider(s) in receipt of Commonwealth funding including funding allocated;
  - (b) the number of legal assistance services delivered under this agreement, disaggregated by service type, primary law type and problem type (where collected);
  - (c) contextual information about any collaborative activities undertaken which the legal assistance service provider(s) has engaged with;
  - (d) a de-identified case study based on a template provided by the Commonwealth that demonstrates the outcomes achieved by legal assistance service provider(s) at, or around, the most affected LGAs with the assistance of Commonwealth funding in the respective jurisdiction over the life of the Agreement; and
  - (e) an undertaking that funding under this Agreement has not been claimed as eligible expenditure under Category A activation of the *Disaster Recovery Funding Arrangements*.

18. Progress reports will not be published however a consolidated summary of overall progress may be released periodically. Any reports will be de-identified and the Commonwealth will advise the states prior to releasing any summaries of the progress reports.

## PART 5 – FINANCIAL ARRANGEMENTS

19. The Commonwealth will provide an estimated total financial contribution to the States of \$8.745 million in respect of this Agreement, as shown in **Table 2**. All payments are GST exclusive.
20. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
21. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in **Table 2**.

**Table 2: Estimated financial contributions**

(\$)	2019-20	2020-21	Total
<b>Estimated total budget to individuals</b>	<b>\$1,749,000</b>	<b>\$3,498,000</b>	<b>\$5,247,000</b>
New South Wales	\$996,930	\$1,993,860	\$2,990,790
Victoria	\$314,820	\$629,640	\$944,460
Queensland	\$262,350	\$524,700	\$787,050
South Australia	\$174,900	\$349,800	\$524,700
<b>Estimated total budget to small business and primary producers</b>	<b>\$1,166,000</b>	<b>\$2,332,000</b>	<b>\$3,498,000</b>
New South Wales	\$664,620	\$1,329,240	\$1,993,860
Victoria	\$209,880	\$419,760	\$629,640
Queensland	\$174,900	\$349,800	\$524,700
South Australia	\$116,600	\$233,200	\$349,800
<b>Less estimated National Partnership Payments</b>	<b>\$2,915,000</b>	<b>\$5,830,000</b>	<b>\$8,745,000</b>
<b>Balance of non-Commonwealth contributions</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

(a) Figures may not add due to rounding.

22. The estimated total budgets allocated for individuals and small business and primary producers, shown in Table 2, are indicative only. The States may administer the contributions flexibly to meet demand, provided the output of this Agreement is delivered, and will note any variation to the estimated total budgets in the required performance reports.
23. Having regard to the agreed estimated costs of the project specified in this Agreement, a State 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 6 – GOVERNANCE ARRANGEMENTS**

### **Enforceability of the Agreement**

24. 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**

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

### **Delegations**

27. 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**

28. Any Party may give notice to other Parties of a dispute under this Agreement.
29. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
30. 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 Christian Porter MP**  
Commonwealth Attorney-General

[Day] [Month] [Year] 29 May 2020

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

**The Honourable Mark Speakman SC, MP**  
Attorney General for New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the  
State of Victoria by

**The Honourable Jill Hennessy MP**  
Attorney-General for Victoria

[Day] [Month] [Year]

Signed for and on behalf of the  
State of Queensland by

**The Honourable Yvette D'Ath MP**  
Attorney-General for Queensland

[Day] [Month] [Year]

Signed for and on behalf of the  
State of South Australia by

**The Honourable Vickie Chapman MP**  
Attorney-General for South Australia



28 May 2020