

# PROJECT AGREEMENT FOR THE ENVIRONMENT RESTORATION FUND - IMPROVING THE HEALTH OF THE GEORGES RIVER (YERAMBA LAGOON)

An agreement between:

- the Commonwealth of Australia; and
- the State of New South Wales.

The output of this project will be the delivery of further rehabilitation activities to restore estuarine habitat, and vegetation restoration works, on the riparian environment and immediate area surrounding Yeramba Lagoon in the Georges River National Park.

# Project Agreement for the Environment Restoration Fund - Improving the health of the Georges River (Yeramba Lagoon)

## 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 activities to restore estuarine habitat and vegetation restoration works on the riparian environment and immediate area surrounding Yeramba Lagoon in the Georges River National Park.

### Reporting Arrangements

3. New South Wales will report annually 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 New South Wales of \$300,000 (the project funds), 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 New South Wales.

## **Term of the Agreement**

7. This Agreement will commence as soon as the Commonwealth and New South Wales sign it and will expire on 30 June 2022 or when all of the project funds have been expended for the purposes of the Agreement, 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. The outputs of this Agreement will be:
  - (a) completion of a replacement gate structure to enable saltwater incursion into Yeramba Lagoon to restore habitat for saltmarsh and mangrove vegetation communities;
  - (b) undertake weed and vegetation restoration work in the riparian environment and area immediately surrounding the Yeramba Lagoon; and
  - (c) undertake a mangrove re-establishment program for mangroves to develop in reclaimed estuarine environments.

## **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 Environment Restoration Fund - Improving the health of the Georges River – Yeramba Lagoon Project under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to New South Wales to support the implementation of this Agreement.

### **Role of the States and Territories**

10. New South Wales will be responsible for:
  - (a) ensuring the delivery of all aspects of 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) ensuring any project restoration works do not cause any detrimental or irreversible impact to natural processes, adjacent riparian areas and/or sites of Aboriginal significance.

### **Shared roles**

11. 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 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
Gate structure in Yeramba Lagoon to enable saltwater incursion and vegetation restoration work  Weed and vegetation restoration work including mangrove re-establishment program  Weed and vegetation restoration work including mangrove re-establishment program	Submission of project plan report.	15/08/2020	\$50,000
	Completion of replacement gate structure, commencement of weed and restoration activities, and submission of performance report.	30/11/2020	\$200,000
	Undertaking weed and restoration works in the riparian environment and terrestrial area immediately surrounding the Yeramba Lagoon and mangrove re-establishment program, and submission of performance report.	31/03/2021	\$50,000
	Completion of weed and restoration works in the riparian environment and terrestrial area immediately surrounding the Yeramba Lagoon, mangrove re-establishment program, an evaluation of impact of the works on restoration of estuarine habitat, and submission of final performance report.	30/06/2022	N/A

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. New South Wales will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain the following information:
- a description of actual performance of New South Wales in the period to date against the project milestones, including a statement as to whether the project is proceeding in accordance with the milestones and, if it is not, an explanation as to why and the action the State proposes to take to address the matter/s;

- (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the outputs, and how New South Wales proposes to resolve this/these matter(s);
  - (c) a description of the work that will be undertaken to complete the remaining project milestones.
15. New South Wales will also prepare a final Project Report on the completion of the project agreed under the Project Agreement. The final Project Report will be a standalone document that can be used for public information dissemination purposes. The final Project Report will:
- (a) describe the outcomes, outputs and learnings from the project;
  - (b) evaluate the project, including assessing the extent to which the project's outcomes have been achieved and why any aspects were 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 the State at least 60 days before it is due.
16. New South Wales agrees to meet any reasonable requests by the Commonwealth to provide other information regarding the project implementation or funding conditions.

## PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide a total financial contribution to New South Wales of \$0.3m in respect of this Agreement. All payments are exclusive of GST.
18. The Commonwealth's funding contribution will not be reduced if New South Wales secures funding from other sources.
19. The Commonwealth's and New South Wales's 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.

(\$)	2019-20	2020-21	Total
<b>Estimated total budget</b>	<b>0</b>	<b>300,000</b>	<b>300,000</b>
Less estimated National Partnership Payments	0	300,000	300,000
<b>Balance of non-Commonwealth contributions</b>	<b>0</b>	<b>0</b>	<b>0</b>

20. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
21. Having regard to the agreed estimated costs of projects specified in this Agreement, New South Wales 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, New South Wales 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 New South Wales to deliver projects cost effectively and efficiently.

## **PART 6 – GOVERNANCE ARRANGEMENTS**

### **Enforceability of the Agreement**

22. 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**

23. The Agreement may be amended at any time by agreement in writing by both the Parties.
24. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

### **Delegations**

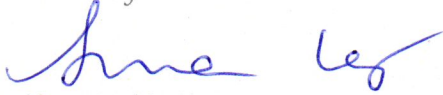
25. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### **Dispute resolution**

26. Either Party may give notice to other Party of a dispute under this Agreement.
27. Officials of both Parties will attempt to resolve any dispute in the first instance.
28. 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 Sussan Ley MP**

Minister for the Environment

[Day] [Month] [Year]

10/12/20

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



**The Honourable Matt Kean MP**

Minister for Energy and Environment

[Day] [Month] [Year]

18. 11. 20