

Implementation Plan for the National Framework for Compliance and Enforcement Systems for Water Resource Management Project

NATIONAL PARTNERSHIP AGREEMENT ON WATER FOR THE FUTURE

TASMANIA

PRELIMINARIES

1. This Implementation Plan is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and *National Partnership Agreement on Water for the Future*, and should be read in conjunction with those Agreements. The objectives in the National Partnership are to secure water supplies and to assist with climate change adaptation through efficient water use and management of water resources, secure water supplies for towns and cities and help households and businesses use water more efficiently, and adaptation to climate change and an environment of changed water availability.
2. The Parties are committed to implementing the National Framework for Compliance and Enforcement Systems for Water Resource Management (the National Framework) at Schedule 3; and promoting and facilitating the implementation of National Water Initiative (NWI) commitments.
3. The National Framework aims to improve water resource management nationally to ensure:
 - (a) rigorous and appropriate application of compliance standards and enforcement strategies;
 - (b) regular and consistent public reporting of monitoring and compliance actions;
 - (c) raised public awareness of the importance of compliance and enforcement in managing water resources sustainably; and
 - (d) an increase in resources to appropriate levels to achieve desired outcomes.
4. The Commonwealth has agreed to provide financial assistance under the *Water for the Future National Partnership* to assist the implementation the National Framework for Compliance and Enforcement Systems for Water Resource Management.

TERMS OF THIS IMPLEMENTATION PLAN

5. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister for Sustainability, Environment, Water, Population and Communities, and Tasmania, represented by the Minister for Primary Industries and Water.
6. This Implementation Plan will cease on completion of the project as outlined in the Project Plan (Schedule 1), including the acceptance of final performance reporting and processing of final payments against project milestones specified in this Implementation Plan. The project is expected to commence in the 2010-11 financial year, and end in the 2015-16 financial year.
7. This Implementation Plan may be varied by written agreement between the Ministers or their delegates.
8. The Project Plan is a flexible document that may be varied over time to accommodate changed circumstances. However, variations to the Project Plan that directly affect milestones and their achievement (Table 1), and therefore the implementation of the National Framework, are subject to written agreement between the Ministers or their delegates.
9. Either Party may terminate this Implementation Plan by providing 30 days notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to Tasmania is limited to payments associated with project milestones achieved by Tasmania, by the date of effect of termination of this Implementation Plan.
10. The Parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to this Implementation Plan.

PROJECT OBJECTIVES

11. The objectives of this project are to:
 - (a) give effect to the National Framework;
 - (b) achieve more robust, risk-based, compliance and enforcement systems for water resource management, to prevent and respond to illegal activities that threaten the effectiveness of national efforts to set water use onto a sustainable footing; and
 - (c) implement a more consistent approach across states and territories.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

12. The Commonwealth is responsible for:

- (a) having assessed the Project Plan in accordance with the Project Assessment Guidelines at Schedule 2; and
- (b) reviewing Tasmania's performance against the project milestones specified in the Project Plan and providing any consequential financial contribution to Tasmania for that performance.

Role of Tasmania

13. Tasmania 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 activities in the Project Plan in a timely and professional manner, noting the provisions of clause 8 above, in accordance with this Implementation Plan and all applicable legislation; and
 - (c) meeting all conditions including providing reports in accordance with this Implementation Plan.
 - (d) using the funding to increase their resourcing to undertake new and additional activities in relation to monitoring and enforcement of compliance, and not as substitute for existing resourcing.

PROJECT MILESTONES and FINANCIAL ARRANGEMENTS

14. The Commonwealth is providing funding to implement the National Framework, subject to agreement to this Implementation Plan and the attached Project Plan (Schedule 1), which has met the Project Assessment Guidelines.
15. The Commonwealth will make a payment upon commencement of the Implementation Plan and Project Plan (see Table 1 below).
16. The Commonwealth will then make two progress payments each year as described in Table 1. Payments are subject to the Commonwealth's acceptance of Progress Reports that demonstrate that the applicable milestone has been met in accordance with the Project Plan, annual work plan, the Implementation Plan and reporting arrangements.
- (a) December payments are subject to the reporting arrangements described at clause 22.
 - (b) February payments are subject to the reporting arrangements described at clause 23.
17. A final payment will be made as described in Table 1. The final payment is subject to the Commonwealth's acceptance of the Final Report, that demonstrates that the applicable milestone has been met in accordance with the Project Plan, annual work plan, the Implementation Plan and the reporting arrangements described at clause 26.
18. The maximum financial contribution to be provided by the Commonwealth for the project is \$2,224,342, payable in accordance with project milestones set out in Table 1.

Table 1: Project milestones and associated payments

	Project payment milestone	Milestone payment due	Payment
1	Establishment costs to implement the project, including for the employment of staff	Implementation Plan signed by both Ministers	\$178,366.00
2	Payment milestone based on reporting of progress to date	December 2011	\$118,366.00
2a	Payment milestone based on progress update for year ahead	February 2012	\$218,366.00
3	Payment milestone based on reporting of progress to date	December 2012	\$278,394.00
3a	Payment milestone based on progress update for year ahead	February 2013	\$335,661.00
4	Payment milestone based on reporting of progress to date	December 2013	\$244,169.00
4a	Payment milestone based on progress update for year ahead	February 2014	\$212,755.00
5	Payment milestone based on reporting of progress to date	December 2014	\$212,755.00
5a	Payment milestone based on progress update for year ahead	February 2015	\$212,755.00
6	Payment milestone based on reporting on progress in last reporting period and Final Project Report	April 2016	\$212,755.00

19. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the Tasmanian Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.
20. Having regard to the estimated costs of projects specified in the overall Project budget, Tasmania 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 except where Project milestones are revised and revisions are agreed to by both parties. Similarly, Tasmania bears all risk should the costs of a Project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Tasmania to deliver projects cost-effectively and efficiently.

REPORTING ARRANGEMENTS

21. Tasmania agrees to provide the Commonwealth with Progress Reports as described in clauses 22 -27, noting that the provisions of clause 8 above may lead to amendments to those Reports.
22. For the purposes of each December payment, Tasmania will provide a Progress Report to the Commonwealth on or before 15 October¹ each year of the Project which will include the following information:
 - (a) progress on the Project against activities and milestones;
 - (b) the completion of any nominated milestones within the reporting period;
 - (c) the completion of all nominated activities that were due for completion in that period; and
 - (d) a forward work plan for the next reporting period which may, for example, include information on activities, staffing and how Commonwealth funding will be allocated to progress towards milestones described in the Project Plan.
23. For the purposes of each February payment, the forward work plan will be accompanied by a covering letter in which Tasmania commits to the Project and the Project Plan for the next reporting period, adopts the forward work plan as described in clause 22(d) and provides advice of any proposed or foreseen changes to the Project Plan that directly affect milestones or their achievement (Table 1), and therefore the implementation of the National Framework.
24. Each Progress Report will be a stand-alone document that can be used for public information dissemination purposes regarding the progress towards the implementation of the National Framework.
25. Tasmania agrees to provide the Commonwealth, and at least as part of each report required by Clause 22, information about:
 - (a) promotional activities undertaken in relation to, and media coverage of, the Project during the last reporting period;
 - (b) expected promotional opportunities, during the next reporting period for the Project;
 - (c) an evaluation of the Project Plan, including assessing the extent to which the outcomes of the National Framework have been achieved, and explaining why any aspects were not achieved; and
 - (d) any other matters, relating to the Implementation Plan, which the Commonwealth and Tasmania agree should be included in the Progress Report.
26. Tasmania agrees to provide the Commonwealth with a Final Report on or before Friday 15 January 2016 that is a stand-alone document that may be used to describe the conduct, benefits and outcomes of the implementation of the National Framework.

¹ If the scheduled dates fall on a weekend or public holiday the due date is the next business day after the due date.

27. Reports will contain the information specified in this plan and any other information reasonably requested by the Commonwealth, limited to the minimum necessary for the effective assessment of performance.
28. The Parties acknowledge that a review of the National Framework is due in 2014-15. Tasmania agrees to assist the Commonwealth with information and data that may support that review.

PROMOTIONAL ACTIVITY

29. Tasmania will acknowledge and promote the National Framework as a joint initiative of the Australian and State Governments as appropriate, including but not limited to:
 - (a) Events and announcements: national, state and local;
 - (b) Media releases, media activities including newspaper and radio interviews;
 - (c) Public relations activities including workshops, forums and conferences;
 - (d) Display materials such as banners, posters and on-ground Project signs;
 - (e) Publications such as reports, books, case studies, information kits and fact sheets; and
 - (f) Websites including all regional web home pages.

NOTICES

A Notice relating to the Implementation Plan is to be in writing and dealt with as follows:

a) *if given by Tasmania to the Commonwealth:*

Assistant Secretary

Water Policy Branch

Water Reform Division

Department of Sustainability, Environment, Water, Population and Communities

GPO Box 787

Canberra ACT 2600

Telephone: (02) 6274 1904

Facsimile: (02) 6274 2186

Email address: kerry.smith@environment.gov.au

or

if given by the Commonwealth to Tasmania:

General Manager, Water and Marine Resources

Department of Primary Industries, Parks, Water & Environment

GPO Box 44

Hobart TAS 7001

Telephone: (03) 6233 5424

Facsimile: (03) 6233 6055

Email: wes.ford@dpiuwe.tas.gov.au

The Parties have confirmed their commitment to this Implementation Plan.

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

Signed for and on behalf of Tasmania by



The Honourable Tony Burke, MP Minister for
Sustainability, Environment, Water, Population
and Communities

21/7/2011



The Honourable Bryan Green MP
Minister for Primary Industries and Water

16/6/2011