

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

NATIONAL PARTNERSHIP AGREEMENT  
ON WATER FOR THE FUTURE

WESTERN AUSTRALIA

## 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 Western Australia, represented by the Minister for 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 changes circumstances. However, variations to the Project Plan that directly affect milestones and their achievement (Table), 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 Western Australia is limited to payments associated with Project milestones achieved by Western Australia, 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, this 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 Western Australia's performance against the project milestones specified in the Project Plan and providing any consequential financial contribution to Western Australia for that performance.

### Role of Western Australia

13. Western Australia 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, 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 to Western Australia 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 the Reporting Arrangements.
- (a) December payments are subject to the reporting requirements described at clause 23.
- (b) February payments are subject to the reporting arrangements described at clause 24.
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 demonstrate 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 27.
18. Subject to clause 19, the maximum financial contribution to be provided by the Commonwealth for the project is \$6,313,450.00 payable in accordance with the schedule of project milestones set out in Table 1.
19. The parties acknowledge that although Western Australia's Department of Water will use its best endeavours to secure passage of legislation that meets the National Framework's requirements, this is not within the control of the Department of Water. As such, any funds withheld by the Commonwealth if this aspect of the National Framework is not achieved will be limited to the financial support for this activity (\$60,000).

Table 1: Project milestones and associated payments

	Project payment milestone	Milestone payment due	Payment
1	<i>Establishment costs to implement the project, including for the employment of staff</i>	<i>Implementation Plan signed by both Ministers</i>	\$
1	Implementation Plan signed by Ministers	On both parties signing the Implementation Plan	\$508,318.00
2	Payment milestone based on reporting of progress to date	December 2011	\$508,318.00

2a	Payment milestone based on progress update for year ahead	February 2012	\$682,081.50
3	Payment milestone based on reporting of progress to date	December 2012	\$682,081.50
3a	Payment milestone based on progress update for year ahead	February 2013	\$637,344.50
4	Payment milestone based on reporting of progress to date	December 2013	\$637,344.50
4a	Payment milestone based on progress update for year ahead	February 2014	\$657,972.00
5	Payment milestone based on reporting of progress to date	December 2014	\$657,972.00
5a	Payment milestone based on progress update for year ahead	February 2015	\$671,009.00
6	Payment milestone based on reporting on progress in last reporting period and Final Project Report	April 2016	\$671,009.00

20. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the Western Australian Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.
21. Having regard to the estimated costs of projects specified in the overall Project budget, Western Australia 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, Western Australia bears all risk should the costs of a Project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Western Australia to deliver projects cost-effectively and efficiently.

## REPORTING ARRANGEMENTS

22. Western Australia agrees to provide the Commonwealth with Progress Reports as described in clauses 23 -28, noting that the provisions of clause 8 above may lead to amendments to those Reports.
23. For the purposes of each December payment, Western Australia will provide a Progress Report to the Commonwealth on or before 15 October<sup>1</sup> 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

---

<sup>1</sup> If the scheduled dates fall on a weekend or public holiday the due date is the next business day after the due date

- (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.
24. For the purposes of each February payment, the forward work plan will be accompanied by a covering letter in which Western Australia commits to the Project and the Project Plan for the next reporting period, adopts the forward work plan as described in clause 23(d) and provide advice of any proposed or foreseen changes to the Project Plan that directly affect Milestones or their achievement, and therefore implementation of the National Framework.
  25. 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.
  26. Western Australia agrees to provide the Commonwealth, and at least as part of each clause 23 Report, with 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 Western Australia agree should be included in the Progress Report.
  27. Western Australia agrees to provide the Commonwealth with a Final Report, on or before 15 March 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.
  28. 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.
  29. The Parties acknowledge that a review of the National Framework is due in 2014-15. Western Australia agrees to assist the Commonwealth with information and data that may support that review.

## PROMOTIONAL ACTIVITY

30. Western Australia 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 Western Australia to the Commonwealth:*

Assistant Secretary  
Water Policy Branch  
Water Reform Division  
Department of Minister for 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](mailto:kerry.smith@environment.gov.au)

or

b) *if given by the Commonwealth to Western Australia:*

Manager, Water Licensing  
Water Resource Use Division  
Department of Water  
PO Box K822  
Perth WA 6842  
Telephone: (08) 6364 6640  
Facsimile: (08) 6364 6526  
Email: [john.connolly@water.wa.gov.au](mailto:john.connolly@water.wa.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  
Western Australia by*

---

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

---

The Honourable Bill Marmion MLA  
Minister for Environment; Water

2011

2011

