

Implementation Plan for Urban Waterways Renewal Project, Western Australia

NATIONAL PARTNERSHIP AGREEMENT ON WATER FOR THE FUTURE

PRELIMINARIES

- 1 This Implementation Plan is created subject to the provisions of the *National Partnership Agreement on Water for the Future* and should be read in conjunction with that Agreement. The objective in the National Partnership is to secure water supplies and to assist with climate change adaptation.
- 2 The Commonwealth will provide a financial contribution of \$4 million to the Perth metropolitan 'Urban Waterways Renewal' project for integrated actions identified in the Swan Canning Water Quality Improvement Plan to reduce nitrogen and phosphorus in the Swan Canning river system.

TERMS OF THIS IMPLEMENTATION PLAN

- 3 This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister for Climate Change and Water, and the State of Western Australia, represented by the Minister for Water.
- 4 This Implementation Plan will cease on completion of the project, including the acceptance of final performance reporting and processing of final payments against project milestones specified in this Implementation Plan. The project is scheduled for completion in June 2013, and final reporting December 2013.
- 5 This Implementation Plan replaces the previous Implementation Plan on Urban Waterways Renewal Project, Western Australia which was agreed on 8 June 2010.
- 6 This Implementation Plan may be varied by written agreement between the Ministers.
- 7 Each Party may terminate this agreement by providing 30 days notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to the State is limited to payments associated with project milestones achieved by the State by the date of effect of termination of this Implementation Plan.
- 8 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 OBJECTIVE

- 9 The objective in this Implementation Plan is to reduce nitrogen and phosphorus in the Swan Canning River System through the Urban Waterways Renewal Project.

- 10 The Urban Waterways Renewal Project consists of 11 sub-projects. These sub-projects will implement priority actions identified in the Swan Canning Water Quality Improvement Plan and the local Water Quality Improvement Plans for Bannister Creek, Southern River and Bickley Brook catchments. Through these sub-projects, existing urban drainage lines will be converted into living streams and by improving water retention and infiltration capabilities of compensation basins, stormwater quality will be improved and reuse potential created in these priority Canning catchments.
- 11 This Urban Waterways Renewal Project will also:
 - (a) be a significant demonstration tool for application of water sensitive urban design principles across other major urban areas; and
 - (b) improve the capacity of local governments to implement stormwater best management practice.

Data collected as part of monitoring the effectiveness of treatments applied in this Project will be used to inform future drainage intervention works and calibrate catchment models.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

- 12 The Commonwealth is responsible for reviewing the State's performance against the project milestones specified in this Implementation Plan and providing any consequential financial contribution to the State in accordance with the payment schedule.

Role of the State

- 13 The State will have responsibility for:
 - a) fully funding the Project, after accounting for financial contributions from the Commonwealth and any third party;
 - b) completing the Project in a timely and professional manner in accordance with this Implementation Plan; and
 - c) meeting all conditions including providing reports, in accordance with this Implementation Plan.
- 14 The State agrees to establish a Project Management Committee (the Committee) to monitor and oversee the implementation of the Project. A Commonwealth representative will be an observer and may attend and participate in all meetings via telephone or in person.
- 15 The State agrees to have in place a Project Agreement with each project partner, including but not limited to, a procurement strategy, communication, risk and stakeholder plans.
- 16 The State will enter into agreements with each project partner to ensure the security of shared funding commitments, as outlined in Table 3 of this agreement plus ongoing maintenance of the assets concerned.

PROJECT MILESTONES, REPORTING AND PAYMENTS

- 17 The maximum funding to be provided by the Commonwealth for the Project is \$4,000,000 payable in accordance with milestones set out in Table 1 below.
- 18 The estimated State contribution for the project is \$4,562,830, consisting of in-kind and cash.

Table 1 – Project Milestones

Milestone No	For period	Milestone	Milestone Report due	Instalment
1a	On signature	Execution of the project implementation plan	Within 4 weeks of signature	Nil
1b		Provision of copies of agreements with all asset managers and project partners		
2	Project commencement – 30 June 2010	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 July 2010	\$563,900
3	1 July 2010 - 31 December 2010	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 January 2011	\$959,225
4	1 January 2011 – 30 June 2011	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 July 2011	\$585,205
5	1 July 2011 – 31 December 2011	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 January 2012	\$755,455
6	1 January 2012 – 30 June 2012	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 July 2012	\$388,105

Milestone No	For period	Milestone	Milestone Report due	Instalment
7	1 July 2012 – 31 December 2012	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 January 2013	\$459,900
8	1 January 2013 – 30 June 2013	Submission of a progress report on the projects listed in Schedule A to the satisfaction of the Committee and the Commonwealth	31 July 2013	\$188,210
9	Project Finalisation – 30 June 2013	Final project report submitted to the satisfaction of the Committee and the Commonwealth	31 August 2013	Nil
10	Project Evaluation commencement – 30 June 2013	Scientific project evaluation report submitted to the satisfaction of the Committee and the Commonwealth	31 December 2013	\$100,000

Payment Schedule

- 19 Instalments are paid subject to the acceptance of milestone reports for works performed during the previous reporting period and a forecast of intentions of works to be conducted in the next reporting period.
- 20 Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the State Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

BUDGET

- 21 The Overall Project Budget (GST exclusive) for each component of the project is set out in Table 2.

Table 2 – Overall Project Budget

Item	Total item value	Commonwealth Funding	State Funding
a. Bannister Creek living stream	\$1,703,500	\$1,282,500	\$421,000
b. Bickley Brook confluence site living stream	\$350,500	\$274,500	\$76,000
c. Mandarin Road living stream	\$379,000	\$299,000	\$80,000

d. Myola Place South biofiltration system	\$273,000	\$177,000	\$96,000
e. Eva Street living stream	\$721,000	\$533,900	\$187,100
f. Grovelands Reserve living stream	\$272,000	\$169,999	\$102,000
g. Third Road bioretention system	\$497,920	\$374,001	\$123,920
h. Seville Grove bioretention system	\$473,300	\$360,300	\$113,000
i. Wungong River living stream	\$194,500	\$124,499	\$70,000
j. Riverside Lane living stream	\$220,300	\$154,301	\$66,000
k. Strawberry Drive treatment basin	\$76,500	\$50,000	\$26,500
Department of Water overall project coordination	\$450,000	\$0	\$450,000
Department of Water data management, data assessment, evaluation and model calibration	\$300,000	\$200,000	\$100,000
Swan River Trust Healthy Catchments Program	\$2,651,310	\$0	\$2,651,310
<i>Totals</i>	\$8,562,830	\$4,000,000	\$4,562,830

- 22 Having regard to the estimated costs of projects specified in the overall Project budget, the 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 State bears all risk should the costs of a project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost-effectively and efficiently.

REPORTING ARRANGEMENTS

- 23 Each progress report is to contain the following information:
- (a) a description of actual performance of the Project to date against the project milestone(s) and budget listed in Table 1;
 - (b) promotional activities undertaken in relation to, and media coverage of, the sub-projects listed in Table 2 during the last reporting period; and
 - (c) a description of the work that will be undertaken to complete the remaining Table 1 project milestone(s), and any expected promotional opportunities, during the next reporting period for the sub-projects listed in Table 2.

- 24 The final Project Report is due within 60 Business Days of the completion of the Project (or termination of this Implementation Plan or the Project) and will be a stand-alone document that can be used for public information dissemination purposes regarding the Project. The final Project Report must:
- (a) describe the conduct, benefits and outcomes of the Project as a whole;
 - (b) evaluate the Project, including assessing the extent to which the objective has been achieved and explaining why any aspect were not achieved; and
 - (c) include a discussion of any other matters, relating to the Project, which the Commonwealth notifies the State should be included in this final Project Report at least 30 days before it is due.
- 26 A report providing the scientific evaluation of the water quality objectives of the Project is due on 31 December 2013.

REQUESTS FOR REPORTS AND INFORMATION

- 27 The State agrees to meet any reasonable request by the Commonwealth to provide other reports, or access to information, sites or assets to enable assessment or review of the implementation of the project.

NOTICE OF DETAILS FOR THIS PROJECT

- 28 A notice relating to this Project, rather than the Agreement generally, is to be in writing and dealt with as follows:

- a) If given by the State to the Commonwealth:

Assistant Secretary
Urban Water Security Branch
Water Governance Division
Department of Sustainability, Environment, Water, Population and
Communities
GPO Box 787
Canberra ACT 2600

Or

- b) If given by the Commonwealth to the State:

Branch Manager
Drainage and Waterways
Department of Water
GPO Box k822
Perth Western Australia 6842