

Variation – Project Agreement for the Environment Restoration Fund: Restoring Mount Martha North Beach

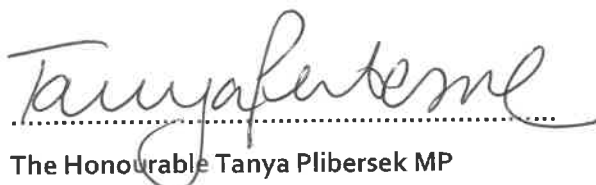
Variation relating to the Specific Purpose Payment (SPP) Project Agreement for the Environment Restoration Fund: Restoring Mount Martha North Beach (the Agreement) created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR).

This serves to vary the Agreement in accordance with the terms set out below. Unless specifically stated, all terms and conditions of the Agreement continue unaffected.

1	Variation number:	Two
2	Project title and description	Protecting Mount Martha North Beach Beach renourishment at Mount Martha North Beach to support beach re-establishment aimed at protecting the adjacent coastal shoreline and associated vegetation
3	Start Date:	28 February 2020
4	End Date:	30 June 2023
5	Details of change	With effect from the date of execution of this variation, Table 1: Performance requirements, reporting and payment summary is varied by: a) inserting all words that are underlined in Attachment A to this variation; and b) deleting all words that are strikethrough in Attachment A to this variation.
6	Implementation date of the Variation	The date this variation is signed by and on behalf of the Commonwealth of Australia
7	Effect on project	As varied by Attachment A.
8	Effect on documentation	As varied by Attachment A.

The Parties have confirmed their commitment to the variations at Attachment A as follows:

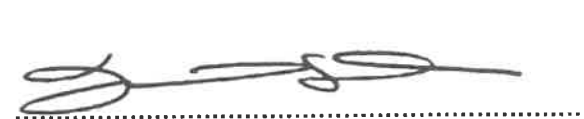
Signed for and on behalf of the Commonwealth of Australia by



The Honourable Tanya Plibersek MP
Minister for the Environment and Water

Date: 26 - 6 - 23

Signed for and on behalf of the State of Victoria by



The Honourable Ingrid Stitt MLC
Minister for Environment

Date: 18 / 06 / 2023

PROJECT AGREEMENT FOR THE ENVIRONMENT RESTORATION FUND - RESTORING MOUNT MARTHA NORTH BEACH

An agreement between:

- the Commonwealth of Australia; and
- the State of Victoria.

The project will re-establish and protect Mount Martha North Beach to maximise year-round beach widths aimed at protecting the adjacent coastal shoreline and associated vegetation.

Project Agreement for the Environment Restoration Fund: Restoring Mount Martha North Beach

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 beach re-nourishment at Mount Martha North Beach to maximise year-round beach widths aimed at protecting the adjacent coastal shoreline and associated vegetation.

Reporting Arrangements

3. Victoria 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 a total estimated financial contribution to Victoria of \$1.5 million (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 Victoria (Victoria).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Victoria sign it and will expire 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. Delivery of the following outputs:
 - a) delivery of \$1.5 million of beach renourishment at Mount Martha North Beach to support beach re-establishment actions aimed at protecting the adjacent coastal shoreline and associated vegetation.

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 project under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - b) providing a consequent financial contribution to Victoria to support the implementation of this Agreement;

Role of Victoria

10. Victoria will be responsible for:
 - a) ensuring the delivery of all aspects of the project outputs set out in this Agreement and seeking the Commonwealth's agreement to any changes to works;
 - b) commissioning and coordinating beach renourishment works for the 2019-20 summer, and commissioning and coordinating further renourishment works as required, until all project funds have been expended;
 - c) liaising and consulting with stakeholders over the life of the project;
 - d) ensuring any project restoration works do not cause any detrimental or irreversible impact to natural processes, adjacent coastal areas and/or sites of Aboriginal significance;

- e) ongoing monitoring and evaluation of actions undertaken to assess the impact of interventions, to inform longer term management; and
- f) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;

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, its 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 or benchmarks	Report due	Payment
<i>Restoring Mount Martha North Beach</i>			
Beach renourishment at Mount Martha North Beach to support beach re-establishment aimed at protecting the adjacent coastal shoreline and associated vegetation	Submission and acceptance of a report on the interventions undertaken and effectiveness of the 2020-21 beach renourishment works.	30 June 2021	\$100,000
	Submission and acceptance of a project (beach renourishment) plan and associated budget detailing on ground actions to be implemented prior to summer 2021-22, and the evaluation plan to assess the impact and effectiveness of the intervention.	30 September 2021	\$800,000
	Submission and acceptance of a report detailing the project activities and expenditure to 30 June 2022, including monitoring results from the 2021-22 beach renourishment, and a project plan and associated budget detailing subsequent beach renourishment requirements.	29 July 2022	\$300,000
	Submission and acceptance of a final report detailing the interventions and expenditure undertaken from 1 July 2022 to end of project, including the submission of an evaluation report that a) details the impact and effectiveness of all project interventions undertaken, and b) recommendations for future management actions.	30 June 2023	\$300,000
	Total:		\$1,500,000

Outputs	Performance milestones or benchmarks	Report due	Payment
<i>Restoring Mount Martha North Beach</i>			
Beach renourishment at Mount Martha North Beach to support beach re-establishment aimed at protecting the adjacent coastal shoreline and associated vegetation	Submission and acceptance of a report on the interventions undertaken and effectiveness of the 2020-21 beach renourishment works.	30 June 2021	\$100,000
	Submission and acceptance of a project (beach renourishment) plan and associated budget detailing on ground actions to be implemented prior to summer 2021-22, and the evaluation plan to assess the impact and effectiveness of the intervention.	30 September 2021	\$800,000
	Submission and acceptance of a report detailing the project activities and expenditure to 30 June 2022, including monitoring results from the 2021-22 beach renourishment, and a project plan and associated budget detailing subsequent beach renourishment requirements.	29 July 2022	\$300,000 <u>\$216,044.92</u>
		30 June 2023	\$300,000
	Total:		\$1,500,000 <u>\$1,116,044.92</u>

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. Victoria 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) a description of actual performance of Victoria 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 Victoria propose to resolve this/these matter(s);
 - (c) a description of the work that will be undertaken to complete the remaining project milestones.

15. Victoria 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. Victoria 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 Victoria of \$1.5m in respect of this Agreement. All payments are exclusive of GST.
18. The Commonwealth's funding contribution will not be reduced if Victoria secures funding from other sources.
19. Having regard to the agreed estimated costs of projects specified in this Agreement, Victoria 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, Victoria 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 Victoria to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. 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

21. The Agreement may be amended at any time by agreement in writing by both the Parties.
22. Either party to this Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The relevant 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

24. Either Party may give notice to other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. 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*

Signed *for and on behalf of the State of Victoria by*

N/A

N/A

The Honourable Tanya Plibersek MP
Minister for the Environment

Date:

The Honourable Ingrid Stitt MP
Minister for the Environment

Date: