

Disaster Ready Fund Round One – New South Wales

FEDERATION FUNDING AGREEMENT – ENVIRONMENT

Table 1: Formalities and operation of schedule

Parties	Commonwealth of Australia (Commonwealth) New South Wales															
Duration	This Schedule will commence as soon as both Parties sign it and will expire on completion of all projects and performance milestones under the Schedule, in accordance with timeframes outlined in the Program Guidelines and Implementation Plan. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.															
Purpose	This Schedule will support the delivery of projects identified through Round One of the Disaster Ready Fund (Program), which will help drive long term resilience and sustainability by delivering projects that mitigate the impact of disasters on communities and economies. Funding provided under this Schedule will contribute to the delivery of the projects listed at <u>Attachment A</u> .															
Estimated financial contributions	<p>The Commonwealth will provide to New South Wales an estimated total financial contribution of \$31,759,982.02 (GST exclusive) in respect of this Schedule.</p> <p>New South Wales will be responsible for arranging financial and/or in-kind contributions with an estimated total value of \$36,994,368.00.</p> <table><tr><td colspan="3">Table 1</td></tr><tr><td>(\$ million)</td><td>2023-24</td><td>Total</td></tr><tr><td><i>Estimated</i> total budget</td><td>68.754</td><td>68.754</td></tr><tr><td><i>Estimated</i> Commonwealth contribution</td><td>31.759</td><td>31.759</td></tr><tr><td>Balance of non-Commonwealth contributions (1)</td><td>36.994</td><td>36.994</td></tr></table> <p>Note: (1) = value of all financial and in kind contributions to be provided by New South Wales and third party delivery partners.</p> <p>Amounts shown may not add to totals due to rounding.</p>	Table 1			(\$ million)	2023-24	Total	<i>Estimated</i> total budget	68.754	68.754	<i>Estimated</i> Commonwealth contribution	31.759	31.759	Balance of non-Commonwealth contributions (1)	36.994	36.994
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(\$ million)	2023-24	Total														
<i>Estimated</i> total budget	68.754	68.754														
<i>Estimated</i> Commonwealth contribution	31.759	31.759														
Balance of non-Commonwealth contributions (1)	36.994	36.994														
Additional terms	<p>Allocation of funds</p> <p>(1) The Parties understand that this Schedule is made in good faith and there is an expectation that funding will be apportioned to projects as determined through the Program, and as shown at <u>Attachment A</u>.</p> <p>Implementation Plan</p>															

- (2) Project management plans for each project will be finalised after the commencement of this Schedule, as part of an Implementation Plan encompassing all projects.
 - a. The requirements of the Implementation Plan are set out in the Audit and Reporting Framework for the Program, as issued by the Commonwealth and amended from time to time and to the extent that they are not inconsistent with the terms of this Schedule.
- (3) The Implementation Plan will be developed by New South Wales and provided to the Commonwealth for endorsement as soon as possible, but no later than three months after the commencement of this Schedule unless otherwise agreed by the Commonwealth.
- (4) Formal commencement of projects cannot occur until the Commonwealth has endorsed the Implementation Plan, in writing.

Performance monitoring and reporting

- (5) The Parties acknowledge that payments under these agreements would usually be tied to the performance milestones at Table 2 below. In lieu of milestone based payments under this agreement, States and Territories commit to honoring the reporting obligations required by this Schedule.
- (6) The frequency and timing of reporting under this Schedule is set out at Table 2: Performance requirements and payment summary
- (7) The content requirements of reporting under this Schedule are set out in the Audit and Reporting Framework for the Program, as issued by the Commonwealth and amended from time to time and to the extent that they are not inconsistent with the terms of this Schedule.

Third parties

- (8) In line with the Program Guidelines, New South Wales may engage third parties to support the delivery of projects under this Schedule.
- (9) While third parties are not signatories to this Schedule, New South Wales is solely responsible for ensuring third party compliance with the *Disaster Ready Fund Act 2019*, the Disaster Ready Fund Program Guidelines and the terms and conditions of this Schedule.

Repayment of amounts to the Commonwealth

- (10) If efficiencies or overspends are identified, funding may be reallocated to/from other projects under this Program in that jurisdiction with Commonwealth approval, which approval will not be unreasonably withheld.
- (11) In accordance with subsection 21(4) of the *Disaster Ready Fund Act 2019*, the Commonwealth reserves the right to recover an amount provided under this Schedule, where:
 - a. a project cannot be delivered in line with the relevant Implementation Plan and the project cannot be appropriately scaled or varied,

	<ul style="list-style-type: none">b. the Commonwealth and State and Territory cannot reach an agreement on how to reallocate the funds, orc. another condition of this Schedule is not met. <p>(12) The Commonwealth will determine on a reasonable basis whether an amount should be repaid, and if so, how much should be repaid, with regard to the circumstances of each matter.</p>
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Table 2: Performance requirements and payment summary			
Output/s	Performance milestones	Due Date	Payment
As detailed in each project application and the Implementation Plan	New South Wales enters into a funding agreement with the Commonwealth.	Upon signing of this Schedule by both Parties.	\$31,759,982.02
	Commonwealth endorsement of an Implementation Plan, submitted by New South Wales, encompassing all projects under the Schedule.	Implementation Plan submitted to the Commonwealth for endorsement within three months of the commencement of this Schedule.	N/A
	Commonwealth acceptance of Performance Reports, submitted by New South Wales, encompassing all projects under the Schedule.	Performance Reports submitted to the Commonwealth quarterly, in line with due dates advised by the Commonwealth, until the completion of all projects under the Schedule.	N/A
	Commonwealth acceptance of Final Reports, submitted by New South Wales, encompassing all completed projects under the Schedule.	Final Reports submitted to the Commonwealth no later than six months from the end of the quarterly Performance Report period that the related projects completed in.	N/A
	Commonwealth acceptance of an Audit Report, submitted by New South Wales, encompassing all Material Projects under the Schedule.	Audit Report submitted to the Commonwealth no later than nine months from the end of the financial year in which the final project under the Schedule is completed.	N/A
	Commonwealth acceptance of any ad hoc report/s requested.	As specified by the Commonwealth in respect of each request.	N/A
	Commonwealth acceptance of any financial declarations requested.	As specified by the Commonwealth in respect of each request.	N/A

* For the purposes of this Schedule, the following terms have the meanings set out in the Audit and Reporting Framework for the Program: Implementation Plan, Performance Reports; Final Report; Audit Report; Material Projects; Ad Hoc Report; Financial Declaration.

The Parties have confirmed their commitment to this schedule as follows:

Signed for and on behalf of the Commonwealth of
Australia by



The Honourable Murray Watt MP
Minister for Emergency Management

[Day] [Month] [Year]

14/9/23

Signed for and on behalf of New South Wales by



The Honourable Paul Scully MP
Minister for Planning and Public Spaces

[Day] [Month] [Year]

27/9/23