

NATIONAL PARTNERSHIP AGREEMENT ON THE EAST KIMBERLEY DEVELOPMENT PACKAGE

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the State of Western Australia

This National Partnership Agreement has been established to support nation building and economic stimulus objectives by funding social and common-use infrastructure projects that address social and economic disadvantage in the East Kimberley

National Partnership Agreement on the East Kimberley Development Package

INTERGOVERNMENTAL AGREEMENT ON
FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership Agreement has been established to enable social and economic development in the East Kimberley region through investment in social and common-use infrastructure, and to support the national objectives of stimulating economic activity while addressing social inclusion and responding to Indigenous disadvantage.
2. The Australian Government investments have been agreed with the Western Australian Government through a joint assessment of economic and social development needs.
3. The Australian Government is to contribute \$195 million for the East Kimberley Development Package (the Package). Australian Government investments will target priority development needs in the areas of health, education, housing and accommodation, transport and community infrastructure.
4. The Western Australian Government will be responsible for implementing all projects included under this Agreement.
5. Elements of the Package to be implemented by the Western Australian Government, totalling \$177.9 million, are:
 - a. \$50.0 million for Health infrastructure projects – including for upgrades to health facilities, a hospital expansion and short term patient accommodation, expanded drug and alcohol services, housing for health service providers, upgrades to remote clinics and remote aged care services, environmental health infrastructure in remote communities in the region;
 - b. \$63.4 million for Education and Training infrastructure projects – for construction of an Early Learning Activity Centre, upgrading facilities at primary and secondary schools, improving TAFE facilities, expanding community library facilities, developing teacher training facilities at the Kununurra school campus, and providing additional remote community education facilities;
 - c. \$50.0 million for social and employee-related transitional Indigenous housing infrastructure projects; and
 - d. \$14.5 million for community and transport infrastructure projects in Kununurra and at Wyndham.

6. The Australian Government will fund a further \$17.1 million for infrastructure projects through direct provider engagement or with the Shire of Wyndham East Kimberley (outside this agreement), including, in Kununurra, upgrades to the Airport terminal and new patient transfer facilities, improvements to Community Sporting facilities, and upgrades to the Waringarri Art Centre; in Wyndham, construction of a community Jetty and infrastructure for the Picture Gardens, and in Warmun construction of an early learning centre.
7. This agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
8. The Parties are committed to addressing the implications for Australia of the global economic recession and the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this agreement. The Parties have also entered into several National Partnerships directly relevant to the objectives and outcomes of this agreement. This agreement will be implemented in a manner consistent with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
9. Implementation under this agreement will be undertaken in accordance with elements 2 and 3 of the National Partnership Agreement on Indigenous Economic Participation which strengthen government procurement policies and Indigenous workforce strategies to maximise Indigenous employment in large construction and infrastructure projects.

PART 1 – FORMALITIES

Parties to this Agreement

10. In entering this Agreement, the Australian Government and the Western Australian Government recognise that they have a mutual interest in stimulating economic activity and addressing social and economic disadvantage in the East Kimberley region and need to work together to achieve those outcomes.

Term of the Agreement

11. This Agreement will commence as soon as both the Australian Government and the Western Australian Government sign the Agreement and will terminate upon completion of all projects listed in Table 2, or earlier termination as agreed in writing by the Parties.

Delegations

12. The relevant Australian Government Minister or delegate is authorised to agree the Project Plans on behalf of the Australian Government and certify that payments may be made to the Western Australian Government on the achievement of performance benchmarks specified in this Agreement.
13. The relevant Western Australian Minister or delegate is authorised to agree the Project Plans and Progress Reports on behalf of the Western Australian Government.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

14. Through this Agreement, the Parties commit to working together to support nation building and economic stimulus objectives while addressing social and economic disadvantage in the East Kimberley region through investment in social and common-use infrastructure while promoting meaningful and sustainable jobs and training for local Indigenous people.

Outcomes

15. The Agreement will:
 - a. provide short-term economic stimulus and job creation for long-term benefit in local communities; and
 - b. address the issue of social inclusion, including responding to Indigenous disadvantage by implementing an Indigenous workforce strategy to create job and training pathways for Indigenous Australians.

Outputs

16. The key outputs to be delivered are:
 - a. enhanced access to primary care services, residential aged care and staff accommodation at the Wyndham Hospital;
 - b. expansion of the Kununurra hospital to include a comprehensive and integrated primary health care centre;
 - c. construction of short stay patient accommodation in Kununurra for up to 16 patients;
 - d. expansion of a residential rehabilitation facility in Wyndham, including a detoxification centre, training preparation unit, crèche and recreational facilities;
 - e. rebuilding a Home and Community Care facility in Kalumburu and refurbishment of the aged care unit in Warmun;
 - f. refurbishment or replacement of the two remote clinics in Kalumburu and Warmun;
 - g. improvements to environmental health in the communities of Kalumburu, Oombulgurri, and Warmun through dust control measures, incinerators, and fencing sewerage ponds and rubbish tips;
 - h. refurbishment of sobering up centres in Kununurra and Wyndham;
 - i. construction of early learning activity centre facilities in Wyndham;
 - j. construction of a mix of up to 10 houses or equivalent mix of apartments, townhouses and houses for health service providers;
 - k. construction of a primary school on the site of the Kununurra District High School;
 - l. upgrade and refurbishment of the Kununurra District High School, which will also enable development of Trade Training Centre on campus;

- m. expansion and/or relocation of the Kununurra School Community Library to improve public access, increase capacity and provide access to the Internet;
- n. construction of an East Kimberley Teacher Training Facility within the Kununurra High School precinct;
- o. construction of six new general purpose classrooms in Kununurra and two new classrooms in Wyndham to expand the Kimberly TAFE facilities;
- p. construction of four culturally appropriate community meeting rooms in Dawul, Kalumburu, Kununurra and Ombulgurri;
- q. construction of a purpose-built early childhood building and meeting room for the Jundranung remote community;
- r. construction of up to 60 additional social housing buildings in Kununurra and Wyndham;
- s. construction of transitional (or employee) housing in Kununurra for up to 40 people;
- t. upgrades to the Wyndham Port Facility through improvements to the pier structure, electrical station, maintenance buildings and port road; and
- u. construction of shared office facilities for up to 30 staff for the Gelganyem Trust and Miriuwung Gajerrong Corporation in Kununurra.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

17. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Australian Government

18. The Australian Government will:
- a. provide a National Coordinator to oversee implementation of the Package;
 - b. cooperate with the Western Australian Government to develop a project plan for each project listed in Table 2;
 - c. provide a regular update of the progress of Australian Government managed projects to the Western Australian Coordinator;

Intergovernmental Agreement on Federal Financial Relations

- d. cooperate with the Western Australian Government to develop a location-specific Indigenous workforce implementation plan including provision for:
 - i. assessment of job demand and supply, including types of work, job numbers, skill requirements, and current skill availability;
 - ii. community consultations and governance ensuring open communication on project construction;
 - iii. partnerships between governments, employers, communities and service providers, including education and training providers;
 - iv. enabling services through existing Indigenous and mainstream employment programs, including articulated training pathways;
 - v. support to develop, implement and manage Indigenous employment procurement requirements; and
 - vi. inter-government coordination to ensure a coordinated Indigenous workforce strategy approach.
- e. participate in a community reference group to ensure delivery of projects in a manner consistent with and sensitive to community needs.

Role of the Western Australian Government

19. The Western Australian Government will:

- a. appoint a state coordinator for the Package who will coordinate implementation of projects to be delivered by Western Australia;
- b. develop and agree with the Australian Government a project plan for each project in Table 2;
- c. work collaboratively with the Australian Government to develop a location-specific Indigenous workforce implementation plan. This may include developing opportunities for:
 - i. accredited qualifications and articulated training pathways for Indigenous people in the region;
 - ii. partnerships between employers, local government, and communities and service providers in the region; and
 - iii. engagement with employers contracted to advise them of changes to government procurement policies;
- d. accept and adhere to the reporting requirements as outlined by the Australian Government;
- e. seek to involve the Shire of Wyndham East Kimberley and community in the design, implementation and management of projects, particularly housing projects; and
- f. pass on in a timely manner the nominated amounts to delivery agents, in accordance with Schedule D of the Intergovernmental Agreement on Federal Financial Relations.

Shared

20. The Parties will:
 - a. Reach prior agreement on the nature and content of any events, announcements, promotional material or publicity relating to the activity under this agreement, and the roles and contributions of both the Commonwealth and Western Australia will be acknowledged and recognised appropriately.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

21. The key performance indicator is the number of infrastructure projects completed within agreed timeframes.
22. Progress measures include:
 - a. construction milestones met;
 - b. completion of projects on time;
 - c. amount of funding spent;
 - d. number (actual or estimated) of Indigenous and non-Indigenous jobs created through Package projects; and
 - e. Indigenous employment outcomes by occupation, full/part time status and length of employment

Reporting

23. The projects, as specified in the project plans, will be monitored through progress reports.
24. The State Coordinator will provide the National Coordinator a consolidated progress report on a monthly basis.
25. The National Coordinator will report to the Nation Building and Jobs Oversight Group.

Table 1: Performance Benchmarks and Reporting

Performance Benchmark No.	Performance Benchmark	Performance Indicator	Date for completion of performance benchmark
1	National Partnership signed	The first facilitation payment will be made following this National Partnership Agreement being signed by all Parties.	The date this National Partnership comes into effect
2	Project plan completed	Project plans are satisfactorily completed for all projects listed in Table 2.	2 months after the date of this agreement.
3	Progress reports completed	Progress reports submitted that meet construction milestones and acquit funds paid	As agreed for each project in Project Plan
4	Final progress report completed	The final progress reports will contain the information specified in 27.	1 month after the completion of the project

Project plans

26. The Parties will agree to detailed project plans that specify the key steps in delivering the project including project scope, administration arrangements, timeframes, project-level performance benchmarks.
27. Amendments to agreed project plans can be requested by the Australian and Western Australian Government at any time, to accommodate emerging issues. These amendments will be agreed by the Parties to this agreement.

Progress Reports

28. The Western Australian Government will provide a consolidated monthly progress report to the Australian Government on the following performance benchmarks for each project listed in Table 2, including:
 - a. project statistics — as identified in project plans;
 - b. information about the delivery of the project, including expenditure and scheduling where relevant;
 - c. evidence and information of the completion of project milestones, where relevant;
 - d. photo journal of the project site at commencement and on completion; and
 - e. when projects are completed, information on the plans for ongoing maintenance and any program supported by the infrastructure improvements.
29. Information provided in the progress report will be used to assess the Western Australian Government's achievement of the benchmarks.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

30. The Australian Government will provide one-off funding of:
 - a. \$50.0 million for Health infrastructure projects – including for upgrades to health facilities, a hospital expansion and short term patient accommodation, expanded drug and alcohol services, housing for health service providers, upgrades to remote clinics and remote aged care services, environmental health infrastructure in remote communities in the region;
 - b. \$63.4 million for Education and Training infrastructure projects – for construction of an early learning activity centre, upgrading facilities at primary and secondary schools, improving TAFE facilities, expanding community library facilities, developing teacher training facilities at the Kununurra school campus, and providing additional remote community education facilities;
 - c. \$50.0 million for social and employee-related transitional Indigenous housing infrastructure projects; and
 - d. \$14.5 million for community and transport infrastructure projects in Kununurra and at the Wyndham Port.
31. The Australian Government will fund a further \$17.1 million for infrastructure projects through direct provider engagement or with the Shire of Wyndham East Kimberley.
32. The Western Australian Government will:
 - a. match the Australian Government's Package investment by investing at least \$195 million in the expansion of the Ord River irrigation scheme around the town of Kununurra;
 - b. maintain current and planned levels of investment for capital infrastructure investment in the East Kimberley region, spending it concurrently with the Package infrastructure investments;
 - c. be responsible for increases to ongoing recurrent costs and maintenance of the new and refurbished infrastructure, unless already covered by Australian Government or Local Government funding; and
 - d. reach agreement with the Australian Government on eligibility conditions for access to infrastructure or services provided through the infrastructure agreement. Unless otherwise specified and agreed, eligibility conditions will not differ from those applying to similar infrastructure funded by Government through existing programs.

Payment Schedule

33. The total cost to the Australian Government of the projects to be funded in this agreement and implemented by the Western Australian Government is \$177.9 million.
34. Funding for each element of the Package is detailed in Table 2.

Table 2: Funding allocation for the projects to be implemented by the Western Australian Government (Financial Year)

Project	2008-09 (\$m)	2009-10 (\$m)
Wyndham Health Facility upgrades	0.0	3.4
Kununurra Hospital expansion	10.0	10.0
Short stay patient accommodation	2.0	2.0
Residential rehabilitation facility	1.6	1.6
Remote aged care services	2.5	2.5
Remote clinics	0.0	2.0
Environmental health	0.0	6.8
Sobering Up Centres	0.3	0.3
Health service providers housing	0.0	5.0
Wyndham early learning activity centre	0.0	1.6
Kununurra Primary School	0.0	25.0
Kununurra District High School	0.0	15.0
Kununurra School Community Library expansion	0.0	5.0
East Kimberley Teacher Training Facility	0.0	3.5
Kimberley TAFE	0.0	10.0
Community meeting rooms	0.0	2.3
Early Childhood Building	0.0	1.0
Social Housing	0.0	30.0
Transitional (or Employee) Housing	0.0	20.0
Wyndham Port Facility upgrades	0.0	10.0
MG Corp-Gelganyem shared facility	0.0	4.5
Total	16.4	161.5

35. Any unspent funds are to be returned to the Australian Government at the end of the project.
36. The first payment of \$16.4 million will be made on achievement of benchmark one and is notionally allocated to five health projects in Table 2.
37. The second payment of \$72.55 million will be made on achievement of benchmark two and calculated on 50 per cent of project allocation less \$16.4 million facilitation payment.
38. The third payment will be made progressively as projects' achieve benchmark three and based on 40 per cent of project allocation.
39. The final payment of 10 per cent of project allocations will be made on completion of all activities under this Agreement.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

40. Any Party may give notice to other Parties of a dispute under this Agreement.
41. The relevant delegates will attempt to resolve any dispute in the first instance.

42. If a dispute cannot be resolved between the relevant delegates, it may be escalated to relevant Ministers for consideration.
43. If a dispute cannot be resolved by the relevant Ministers, it may be referred to the Prime Minister and Premier of Western Australia for consideration.

Review of the Agreement

44. The Agreement will be reviewed jointly on a monthly basis with regard to progress made by the Parties in respect of achieving the agreed outcomes.

Variation of the Agreement

45. The agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
46. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

47. The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



Name
Title

Date 31-7-2009.

Signed for and on behalf of the State of Western Australia by



Name
Title

Premier.

Date 3 July 2009