

# Variation to the National Partnership Agreement on the East Kimberley Development Package

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### Preliminaries

A1. Schedule A (this Schedule) varies the National Partnership Agreement on the East Kimberley Development Package (the Agreement). This Schedule will take effect as soon as it is signed by both the Australian Government and the Western Australian Government. In all other respects, the National Partnership Agreement remains unchanged.

### Description

A2. This Schedule:

- a. varies the covering summary statement, clause 1, clause 8, clause 10, clause 14, sub-clause 15 (a) and clause 25 by removing references to nation building and economic stimulus objectives and processes.
- b. varies clause 3 of the Agreement by identifying the Australian Government will contribute a total of \$195.2 million for the East Kimberley Development Package including an additional \$0.2 million for maximising Indigenous Workforce objectives outside of individual project costs.
- c. varies clause 11 of the Agreement by extending the Terms of the Agreement by resetting the timeframe and payment schedule for investments in social and common-use infrastructure in the East Kimberley Region as indicated in Table A1.
- d. varies clause 18 of the Agreement by specifying the additional role of the Australian Government in meeting the Australian Government Occupational Health and Safety Accreditation requirements;
- e. varies clause 19 of the Agreement by specifying the additional role of the Western Australian Government in meeting Australian Government Occupational Health and Safety Accreditation requirements;
- f. varies clause 21 of the Agreement so that the performance benchmarks and reporting requirements match the projects identified in Table A1 – note the key outputs identified in clause 16 remain unchanged;
- g. varies clause 34 and Table 2 of clause 34 of the Agreement by rephrasing funding under the Agreement and combining co-located or interconnected projects; and

- h. varies clauses 37 to 39 of the Agreement to allow payments to be made progressively against performance benchmark two after the allocation of the first payment of \$16.4 million and the final payment respectively.

## Terms of the Agreement

A3. Replace the existing summary statement covering the Agreement with:

- This National Partnership Agreement has been established to fund social and common use infrastructure projects that address social and economic disadvantage in the East Kimberley.

A4. Replace the existing clause 1 with:

- 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 while addressing social inclusion and responding to Indigenous disadvantage.

A5. Replace the existing clause 3 with:

- The Australian Government will contribute a total of \$195.2 million for the East Kimberley Development Package (the Package) including \$0.2 million for maximising Indigenous Workforce objectives outside of individual project costs. Australian Government investments will target priority development needs in the areas of health, education, housing and accommodation, transport and community infrastructure.

A6. Replace existing clause 8 with:

- The Parties are committed to addressing 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.

A7. Replace existing clause 10 with:

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

A8. Replace the existing clause 11 with:

- 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 Schedule A to the Agreement, or earlier termination as agreed in writing by the Parties.

A9. Replace the existing clause 14 with:

- Through this Agreement, the Parties commit to working together to address 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.

A10. Replace the existing sub-clause 15 (a) with:

- provide job creation for long-term benefit in local communities; and

## Role of the Australian Government

A11. Add a new sub-clause 18 (f) to specify that, in addition to the role of the Australian Government specified in clause 18 of the Agreement, the Australian Government will:

- facilitate unaccredited head contractors to gain accreditation under the Australian Government Building and Construction OHS Accreditation Scheme (the Scheme) within 12 months of entering into contracts for building work funded by the East Kimberley Development Package.

## Role of the Western Australian Government

A12. Add a new sub-clause 19 (g) to specify that, in addition to the role of the Western Australian Government specified in clause 19 of the Agreement, the Western Australian Government will:

- require head contractors for projects above the designated threshold to be accredited, or agree to become accredited within 12 months, under the Australian Government Building and Construction OHS Accreditation Scheme (the Scheme) at the time of entering into contracts for building work funded by the East Kimberley Development Package.

## Performance Benchmarks and Reporting

A13. Replace the existing clause 21 with:

- The key performance indicator and progress measures evaluate the entire East Kimberley Development Package and will be measured against the objectives, outcomes and outputs set out in part 2 of the Agreement and the projects set out in Table A1.

A14. Replace the existing clause 25 with:

- The National Coordinator will report to the Parliamentary Secretary for Western and Northern Australia and the Minister for Infrastructure, Transport, Regional Development and Local Government.

## Funding

A15. Following the existing clause 31, add a new clause 31 A as follows:

- The Australian Government will fund a further \$0.2 million for Indigenous Workforce objectives of the National Partnership in accordance with the Indigenous Workforce Plan and agreed by the National Coordinator and State Coordinator. The \$0.2 million is in addition to the amounts identified in Clause 5 and 6 of the Agreement and brings the total funding under the East Kimberley Development Package to \$195.2 million.

## Payment Schedule

A16. Replace the existing clause 34 with:

- Australian Government funding is allocated over four financial years and apportioned to projects on current best estimates (refer Table A1). Minor adjustments between projects can be approved through agreement of the National Coordinator and the State Coordinator, subject to any necessary Budget and policy approval processes.

Table A1: Funding allocation for the projects to be implemented by the Western Australian Government (Financial Year)

Project	2008-09 (\$m)	2009-10 (\$m)	2010-11 (\$m)	2011-12 (\$m)
Wyndham Health Facility upgrades	1.70	1.34	0.36	0.00
Kununurra Hospital expansion	0.30	9.70	8.00	2.00
Short stay patient accommodation	0.00	2.00	1.60	0.40
Residential rehabilitation facility	1.60	0.00	1.60	0.00
Remote aged care services	0.00	2.00	2.00	0.00
Remote clinics	0.00	2.75	2.75	0.00
Environmental health measures	0.00	2.15	1.72	0.43
Sobering Up Centres	0.30	0.00	0.30	0.00
Health service providers housing	2.50	0.00	2.00	0.50
Wyndham early learning activity centre	0.00	0.80	0.80	0.00
Kununurra Education Precinct	0.00	24.25	20.04	4.21
- <i>Kununurra Primary School</i>				
- <i>Kununurra District High School</i>				
- <i>Kununurra School Community Library expansion</i>				
- <i>East Kimberley Teacher Training Facility</i>				
Kimberley TAFE	5.00	0.00	5.00	0.00
Community meeting rooms	0.00	1.15	1.15	0.00
Jungdranung Early Childhood Building	0.00	0.50	0.50	0.00
Housing	0.00	25.00	20.64	4.36
- <i>Social Housing</i>				
- <i>Transitional (or Employee) Housing</i>				
Wyndham Port Facility upgrades	5.00	0.00	4.00	1.00
MG Corp-Gelganyem shared facility	0.00	2.25	1.80	0.45
<b>Total</b>	<b>16.40</b>	<b>73.89</b>	<b>74.26</b>	<b>13.35</b>

A17. Replace the existing clause 37 with:

- The second payment of \$72.55 million will be made progressively on achievement of benchmark two and calculated on 50 per cent of project allocation less project allocations to the first payment.

A18. Replace the existing clause 38 with:

- The third payment will be made progressively as projects achieve benchmark 3 and based on approximately 40 per cent of project allocation.

A19. Replace the existing clause 39 with:

- The final payment of approximately 10 per cent of project allocations will be made progressively on completion of the project and project reporting requirements.

*Agreed for and on behalf of the Commonwealth of Australia by*

The Honourable Kevin Rudd MP

23 April 2010

*Agreed for and on behalf of the State of Western Australia by*

The Honourable Colin Barnett MLA

26 March 2010