

NATIONAL PARTNERSHIP AGREEMENT FOR THE FUNDING OF FORT STREET HIGH SCHOOL NOISE INSULATION

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the State of New South Wales

The Commonwealth will provide funding to State of New South Wales to allow the State to manage noise insulation works of Fort Street High School, Petersham NSW, against the effects of aircraft noise.

National Partnership Agreement for the funding of Fort Street High School Noise Insulation

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. The Australian Government made an election commitment to provide aircraft noise insulation works at Fort Street High School (Petersham, NSW) to address the noise impacts from Sydney Airport to improve the learning and lives of thousands of students now and into the future.
2. The Parties have agreed that the State is best placed to manage the noise insulation works which will be done in conjunction with on-campus works associated with the Australian Government's \$14.7 billion *Building the Education Revolution Program* component of the \$42 billion *Nation Building Economic Stimulus Plan* announced by the Prime Minister, the Hon Kevin Rudd MP, on 3 February 2009.
3. For the purposes of the noise insulation works, the Commonwealth has agreed to provide a maximum funding allocation of \$14.5 million over 3 years.
4. Accordingly, this Agreement has been established to provide funding to the State to allow the State to manage noise insulation works of Fort Street High School, against the effects of aircraft noise.

PART 1 – FORMALITIES

Parties to this Agreement

5. The Parties to this Agreement are:
 - (a) the Commonwealth of Australia (**Commonwealth**); and
 - (b) the State of New South Wales (**State**).

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and the State sign the Agreement and will expire on 31 July 2012, or earlier as agreed in writing by the Parties.

Delegations

7. The Executive Director Aviation and Airports Division within the Department of Infrastructure, Transport, Regional Development and Local Government is authorised to agree to the Implementation Plan on behalf of the Commonwealth and certify that payments may be made to the State on the achievement of performance benchmarks specified in the Implementation Plan.
8. The Director Regional Assets, NSW Department of Education and Training, is authorised to agree the Implementation Plan on behalf of the State.

Interpretation

9. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) *Agreement* means this National Partnership Agreement between the Commonwealth and the State for the funding of noise insulation works at Fort Street High School.
 - (b) *COAG* means the Council of Australian Governments.
 - (c) *Commonwealth* means the Commonwealth of Australia, represented by the Department of Infrastructure, Transport, Regional Development and Local Government.
 - (d) *Delegate* means each Parties delegate specified in this Agreement at Part 1 — Formalities, or any substitute notified by a Party to the other Party.
 - (e) *Implementation Plan* means the plan to be developed by the Parties, which will be maintained by the Commonwealth.
 - (f) *Party* means a party to the Agreement, as the context dictates.
 - (g) *State* means the state of New South Wales, represented by the New South Wales Department of Education and Training.
 - (h) *Term of this Agreement* has the meaning given by clause 6 of this Agreement.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

10. Through this Agreement, the Parties commit to addressing the noise impacts from Sydney Airport on Fort Street High School to improve the learning and lives of thousands of students now and into the future.
11. In entering this Agreement, the Commonwealth and the State recognise that they have a mutual interest in improve the learning and lives of thousands of students at Fort St High School now and into the future by reducing the noise impacts from Sydney Airport on the School and need to work together to achieve those outcomes.

Outcomes

12. The Agreement will contribute to creating a noise attenuated environment ensuring all students can be accommodated in class rooms and libraries that are conducive to a study environment without the noise interruption of air traffic noise emanating from Sydney Airport.

Outputs

13. The key output flowing from the objectives and outcomes of this Agreement is the insulation works to deal with all areas of noise ingress at the Fort Street High School. The works involved include installation of: double-glazed windows; full acoustic ceiling insulation; acoustic doors and seals (to replace all existing doors); and the sealing off of all air vents.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

Role of the Commonwealth

15. The Commonwealth will have responsibility for providing funding to a maximum amount of \$14.5 million, as specified in this Agreement at Part 5 — financial arrangements.

Role of the State

16. The State will have responsibility for the design and installation of appropriate noise attenuation treatments.
17. The State will have responsibility for ensuring that all works will be undertaken in a manner consistent with noise standards as defined in:
 - (a) the Australian Standard 2021-2000: Acoustics—Aircraft noise intrusion—Building siting and construction; and
 - (b) the Building Code of Australia for Class 9 buildings.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

18. The State must meet the performance benchmarks set out in Item 6 of the Implementation Plan, located at Schedule A to this Agreement.

Implementation plan

19. The Implementation Plan will be reviewed by the Parties on an annual basis.
20. The Parties agree as follows:
 - (a) the Commonwealth will maintain the Implementation Plan and provide an updated version of the Implementation Plan to the State following (any) amendments to it during the Term of the Agreement.

- (a) the Implementation Plan will include the due dates for achieving the performance benchmarks (if any), including phased achievement of performance benchmarks where appropriate.
- (b) At any time during the Term of the Agreement, the State may request appropriate changes to the Implementation Plan to accommodate emerging issues. These amendments must be agreed with the Commonwealth.

Reporting

- 21. The State will provide two detailed progress reports and a project completion report (i.e. a final cost report) to the Commonwealth at the times and in the manner specified in the Implementation Plan.
- 22. The progress reports must contain:
 - (a) detailed information as to the State's progress against the objectives, outcomes and outputs of this Agreement, including any performance benchmarks in the Implementation Plan that were due for completion; and
 - (b) a statement of receipts and expenditure in respect of the funding.
- 23. The final cost report must contain:
 - (a) evidence that the project has been completed, including achievement of all performance benchmarks in the Implementation Plan; and
 - (b) a final statement of receipts and expenditure in respect of the funding.
- 24. The State must make full and accurate records of the conduct of the noise insulation works at Fort Street High School and retain them for a period of no less than 7 years after the end of the Term of this Agreement.
- 25. Without prejudice to the Commonwealth's entitlement to a final cost report, if requested by the Commonwealth, the State must provide to the Commonwealth reports detailing receipt and expenditure of the funding, in the manner and time requested by the Commonwealth.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

- 26. The maximum amount of funding payable by the Commonwealth to the State (under this Agreement) in total for the purposes of this Agreement is \$14.5 million. The funding will be distributed to the State as follows:
 - (a) 2009-2010 — \$4.0 million to be paid to the State on the 7th of the month following signature of all parties.
 - (b) 2010-2011 — \$6.0 million to be paid to the State on 7 August 2010 following:
 - (i) achievement by the State of the relevant performance benchmark specified in the Implementation Plan; and
 - (ii) provision of any reports identified at Item 7 of the Implementation Plan, due on or before 7 August 2010, to the Commonwealth's satisfaction ;

- (c) 2011-2012 — \$4.5 million to be paid to the State on 7 August 2011 following:
 - (i) achievement by the State of the relevant performance benchmark specified in the Implementation Plan; and
 - (ii) provision of any reports identified at Item 7 of the Implementation Plan, due on or before 7 August 2011, to the Commonwealth's satisfaction.
- 27. The Commonwealth is not responsible for the provision of additional money to meet any expenditure in excess of the \$14.5 million provided to the State in funding.
- 28. The funding must be expended by the State only for the purposes of the noise insulation works at Fort Street High School in accordance with this Agreement.
- 29. The State must keep financial records relating to the noise insulation works at Fort Street High School and receipt and expenditure of the funding so as to enable the State to comply with its obligations under clause 25.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

- 30. Any Party may give notice to the other Party of a dispute under this Agreement.
- 31. Each Party's Delegate will attempt to resolve any dispute in the first instance.
- 32. If a dispute cannot be resolved by the each Party's Delegate, it may be referred by a Party to COAG for consideration.

Review of the Agreement

- 33. During the Term of this Agreement, the Parties agree to review the Agreement on the first working day of the month of July with regard to progress made by the Parties in respect of achieving the objectives, outcomes and outputs of this Agreement.

Variation of the Agreement

- 34. The Agreement may be amended at any time by agreement in writing by the Parties and under terms and conditions as agreed by the Parties.

Termination of the Agreement

- 35. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.
- 36. Where the Agreement is terminated under clause 36, the Commonwealth will:
 - (a) not be liable to pay to the State any outstanding amount of the funding, except to the extent that the State has legally committed those monies for expenditure (written evidence will be required), by the date of the notice of termination under clause 35.; and
 - (b) be entitled to recover from the State any part of the funding which:
 - (i) has not been legally committed for expenditure (written evidence will be required) by the date of the notice of termination under clause 35; or

(ii) has not been expended by the State in accordance with the terms and conditions of this Agreement,

and all such funding will be regarded as a debt due to the Commonwealth, capable of being recovered as such in any court of competent jurisdiction.

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

Signed for and on behalf of the Commonwealth of Australia by:



The Honourable Anthony Albanese MP
Minister for Infrastructure, Transport,
Regional development and Local
Government

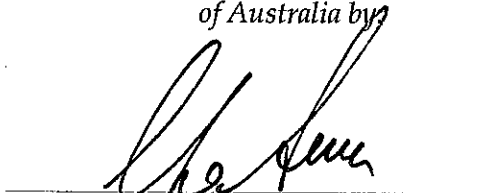
Signed for and on behalf of the State of New South Wales by:



The Honourable Verity Firth MP
Minister for Education and Training

9 September 2009

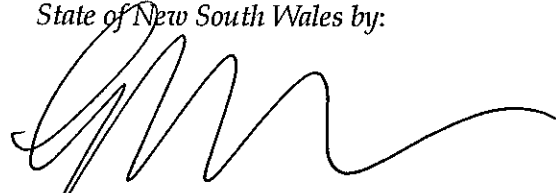
Signed for and on behalf of the Commonwealth of Australia by:



The Honourable Wayne Swan MP
Treasurer

September 2009

Signed for and on behalf of the State of New South Wales by:



The Honourable Eric Roozendaal MLC
Treasurer

September 2009

September 2009

Implementation Plan

NATIONAL PARTNERSHIP AGREEMENT FOR THE FUNDING OF FORT STREET HIGH SCHOOL NOISE INSULATION

IMPLEMENTATION PLAN FOR NOISE INSULATION OF FORT STREET HIGH SCHOOL

1. Project Definition

- 1.1 Insulation against aircraft noise of Fort Street High School (Petersham NSW), an asset owned by the State.

2. Scope/Deliverables

- 2.1 The State will undertake the full acoustic insulation of Fort Street High School against the effects of Aircraft Noise. The insulation works will consist of installation of double-glazed windows; full acoustic ceiling insulation; acoustic doors and seals; and the sealing off of all air vents.
- 2.2 The noise insulation works will be undertaken to the following buildings at Fort Street High School:
 - (a) Wilkins Building (Block A);
 - (b) Memorial Hall (Block B);
 - (c) Kilgour Building (Block C);
 - (d) Library and Gymnasium (Block D);
 - (e) Band Room Cottage (Block E);
 - (f) Cohen Building (Block F); and
 - (g) Rowe Building (Block G).

3. Implementation Schedule

- 3.1 Insulation would be expected to take 24-36 months to complete. Work is expected to be staged and undertaken outside of school hours, on weekends and during school holidays or by other arrangement with the School Principal.

4. Budget

- 4.1 Under the Agreement, the Commonwealth will provide total funding \$14.5m over 3 years commencing in 2009/10. The funding will be paid to the State as follows:
 - (a) 2009-10 — \$4.0 million;
 - (b) 2010-11 — \$6.0 million; and
 - (c) 2011-12 — \$4.5 million.

5. Relative Standard and Building Code

- 5.1 The insulation works will comply with the recommendations of Australian Standard 2021-2000 (Acoustics – Aircraft Noise Intrusion – Building Siting) and Construction, in addition to the Building Code of Australia for Class gb buildings.

6. Performance Benchmarks

- 6.1 The State must meet the following Performance Benchmarks:

Number	Performance Benchmark	Completion Date for Performance	Payment	Due Date for Payment
1	Execution of this Agreement	September 2009	\$4 million	7 th of the month following signature in 2009
2	Completion of project plans for all buildings listed under item A3 in this Implementation Plan, to the Commonwealth's satisfaction.	Two months after the Date of this Agreement	n/a	n/a
3	Installation of double-glazed windows; full acoustic ceiling insulation;		\$6 million	7 August 2010
4	Installation of acoustic doors and seals; and the sealing off of all air vents.		\$4.5 million	7 August 2011

7. Reports

- 7.1 The State must submit the reports to the Commonwealth's satisfaction, in accordance with the following table:

Report	Due date
Progress Report 1	30 July 2010
Progress Report 2	30 July 2011
Final Cost Report	30 June 2012