

NATIONAL PARTNERSHIP ON NATURAL DISASTER RESILIENCE

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ New South Wales
 - ◆ Victoria
 - ◆ Queensland
 - ◆ Western Australia
 - ◆ South Australia
 - ◆ Tasmania
 - ◆ the Australian Capital Territory
 - ◆ the Northern Territory

This Agreement will contribute to strengthening community resilience to natural disasters.

National Partnership on Natural Disaster Resilience

OVERVIEW

1. This National Partnership (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. In entering into this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have a mutual interest in improving outcomes in natural disaster resilience and need to work together to achieve those outcomes.
3. This Agreement will contribute to delivering the strategic priorities under the National Strategy for Disaster Resilience (NSDR) aimed at strengthening Australian communities' resilience to, and minimising the impact of a range of natural disasters in Australia.
4. This Agreement varies the previous National Partnership Agreement on Natural Disaster Resilience, which commenced in 2015-16.

Reporting Arrangements

5. The States will report annually against the agreed performance benchmarks or milestones during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

Financial Arrangements

6. The Commonwealth will provide an estimated total financial contribution to the States of \$78.3 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

Parties to this Agreement

7. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

8. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2018, or on completion of the project, including final performance reporting and processing of final payments against performance benchmarks or project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

9. The objective of this Agreement is to enhance Australian communities' resilience to natural disasters.

Outcomes

10. This Agreement will facilitate achievement of the following outcome:
 - (a) strengthening community resilience to natural disasters consistent with State risk profiles and the priority outcomes of the NSDR, in the areas of:
 - (i) leading change and coordinating effort,
 - (ii) understanding risk;
 - (iii) communicating with and educating people about risks,
 - (iv) partnering with those who effect change,
 - (v) empowering individuals and communities to exercise choice and take responsibility,
 - (vi) reducing risks in the built environment, and
 - (vii) supporting capabilities for disaster resilience.

Outputs

11. The objectives and outcomes of this Agreement will be achieved by:
 - (a) publishing a new, revised or updated State-wide risk assessment by 30 June 2017 as agreed by the Standing Council on Police and Emergency Management¹ (now the Law Crime and Community Safety Council);
 - (b) implementing a program of natural disaster resilience activities to address priorities identified in State-wide and other relevant risk assessments and consistent with the NSDR; and
 - (c) providing support to emergency management volunteers through a range of activities including addressing key issues of attraction, support and retention, consistent with the National Emergency Management Volunteer Action Plan – 2012.

¹ Resolution from the 4-5 July 2013 SCPEM meeting.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

Role of the Commonwealth

13. The Commonwealth agrees to be responsible for:
- (a) providing a financial contribution to the States to support the implementation of this Agreement;
 - (b) co-ordinating the development of Implementation Plans in partnership with the States;
 - (c) monitoring and assessing the performance in the delivery of the outputs under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe;
 - (d) where relevant, in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
 - (e) where relevant, ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of the States and Territories

14. The States agree to be responsible for:
- (a) providing a financial and/or in-kind contribution to support the implementation of this Agreement;
 - (b) developing Implementation Plans in consultation with the Commonwealth;
 - (c) delivering on outcomes and outputs that are identified in the State's Implementation Plan;
 - (d) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and Reporting;
 - (e) where relevant, ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth;
 - (f) where relevant, ensuring that compliance with the Building Code 2016 is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth; and

Shared roles and responsibilities

15. The Commonwealth and the States agree to be jointly responsible for:
 - (a) participating in consultations as appropriate regarding the implementation of this Agreement;
 - (b) negotiating new or revised Schedules, including Implementation Plans, to this Agreement; and
 - (c) facilitating sharing of information on outputs and outcomes under this Agreement with the aim of minimising duplication of program and project objectives.
16. 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 an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

Implementation Plans

17. The Commonwealth and each State and Territory will agree to Implementation Plans that set out:
 - (a) each jurisdiction's strategy for delivering on:
 - i. strengthening community resilience to natural disasters through targeted natural disaster resilience activities consistent with State risk profiles;
 - ii. demonstrating how State programs support the NSDR priority outcomes; and
 - iii. contributing to the attraction, retention, training and resourcing of emergency management volunteers; and
 - (b) milestones, relevant reporting dates and corresponding payments.

PART 4 — PERFORMANCE MONITORING AND REPORTING

Milestones

18. Achievement of the objectives, outcomes and outputs of this Agreement will be assessed with reference to the milestones. The Parties agree to meet the milestones set out in agreed Implementation Plans.

Reporting arrangements

19. The States will report the minimum required to demonstrate that milestones have been met during the operation of the Agreement. Performance reports are expected in accordance with agreed Implementation Plans.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

20. The Commonwealth will provide an estimated total financial contribution to the States of \$26.1 million in respect to each financial year of this Agreement. All payments are exclusive of GST.
21. The Commonwealth's financial contribution will cover up to 50 per cent of the estimated cost of delivering the activities specified in an agreed Implementation Plan, but not exceeding the allocation of funding from a state which may include third party contributions.
22. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
23. The Commonwealth will make payments subject to performance reports demonstrating that the relevant milestone has been met.
24. The Parties may agree to fund national capabilities that enhance community resilience, as recommended by the Australia-New Zealand Emergency Management Committee, from within existing allocations under this Agreement, on a case-by-case basis.
25. The Parties may consider funding the development of capabilities to support the delivery of the natural disaster funding reforms as a result of the Productivity Commission Inquiry, from within existing allocations under this Agreement, on a case-by-case basis, subject to bilateral agreement between the Commonwealth and each state or territory. This may include development of capabilities for an upfront assessment of damage and pre-determined reconstruction cost.
26. Where a performance report demonstrates that a milestone is met in advance of the due date, and in accordance with the revised Implementation Plan, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.
27. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 1.

Table 1: Estimated financial contributions^(a)

(\$ million)	2015-16 ^(b)	2016-17 ^(b)	2017-18	Total
Estimated total budget (1)	52.2	52.2	52.2	156.6
Estimated National Partnership payment (2)				
New South Wales	6.8	6.8	6.8	20.4
Queensland	6.0	6.0	6.0	18.0
Victoria	4.2	4.2	4.2	12.6
Western Australia	3.1	3.1	3.1	9.3
South Australia	2.1	2.1	2.1	6.3
Tasmania	1.3	1.3	1.3	3.9
Australian Capital Territory	1.3	1.3	1.3	3.9
Northern Territory	1.3	1.3	1.3	3.9
Commonwealth own purpose expense (3)	0.0	0.0	0.0	0.0
Total Commonwealth contribution (4) = (2) + (3)	26.1	26.1	26.1	78.3
Balance of non-Commonwealth contributions (5) = (1) – (4)	26.1	26.1	26.1	78.3

(a) The distribution of estimated financial contributions is based on population, cost of disasters and relative disadvantage, and is adjusted by agreement to provide an adequate minimum level to the Territories and Tasmania.

(b) Amounts paid under the 2015-17 National Partnership Agreement.

Financial risk management

28. Having regard to the agreed estimated costs of projects or reforms under this Agreement, States will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States bear all risk should the costs exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects and reform costs effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

29. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement.

Review of the Agreement

30. On its expiry, decisions about future Agreements will be informed by relevant matters, including but not limited to; the findings of the review of the 2013-2015 National Partnership Agreement on Natural Disaster Resilience and ongoing consultations with the States on reforms to the natural disaster funding arrangements as well as broader recommendations from the Productivity Commission inquiry.

Variation of the Agreement

31. The Agreement may be amended at any time by agreement in writing by all the Parties.

32. Bilateral schedules, including Implementation Plans, to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State ministers.
33. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

34. The relevant Commonwealth Minister with responsibility for administering this Agreement is authorised to agree and amend Schedules, including Implementation Plans, to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.
35. Respective State and Territory Ministers with responsibility for administering this Agreement are authorised to agree and amend Schedules, including Implementation Plans, to this Agreement.
36. The Commonwealth Minister may delegate the assessment of project-based performance benchmarks or 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

37. Any Party may give notice to other Parties of a dispute under this Agreement.
38. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
39. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

40. For the purposes of this Agreement:

Emergency management – a range of measures to manage risks to communities and the environment, including the organisation and management of resources for dealing with all aspects of emergencies. Emergency management involves the plans, structures and arrangements which are established to bring together the normal endeavours of government, voluntary and private agencies in a comprehensive and coordinated way to deal with the whole spectrum of emergency needs, including prevention, preparedness, response and recovery.

In-kind contribution – a non-cash input which can be given a cash value. In-kind contributions are for costs directly associated with an approved project. They are not to be used for core activities of State and/or local agencies.

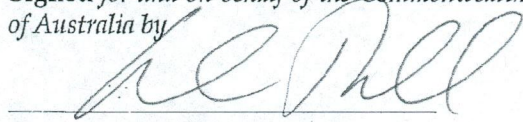
Natural disaster – a serious disruption to a community or region caused by the impact of a naturally occurring, rapid onset event that threatens or causes death, injury or damage to property or the environment and which requires significant and coordinated multi-agency and community responses. Natural disasters include for example bushfire, cyclone, earthquake, flood, landslide, storm, storm surge, tornado or tsunami.

Productivity Commission Inquiry – refers to the Productivity Commission Inquiry Report into Natural Disaster Funding Arrangements, No 74 – 17 December 2014 which was publicly released on 1 May 2015.

Resilience – the capability to prevent/mitigate, prepare for, respond to and recover from the impacts of natural disasters.

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

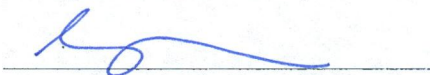
*Signed for and on behalf of the Commonwealth
of Australia by*



The Honourable Malcolm Turnbull MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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



The Honourable Gladys Berejiklian MP
Premier of the State of New South Wales

[Day] [Month] [Year]

20/12/12

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

The Honourable Anastacia Palaszczuk MP
Premier of the State of Queensland

[Day] [Month] [Year]

*Signed for and on behalf of the
State of South Australia by*

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

*Signed for and on behalf of the Australian
Capital Territory by*

Andrew Barr MLA
Chief Minister of the Australian Capital Territory

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The Honourable Daniel Andrews MLA
Premier of the State of Victoria

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The Honourable Mark McGowan MLA
Premier of the State of Western Australia

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State of Tasmania by*

The Honourable Will Hodgman MP
Premier of the State of Tasmania

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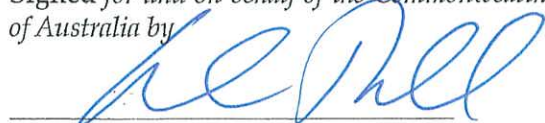
*Signed for and on behalf of the Northern
Territory by*

The Honourable Michael Gunner MLA
Chief Minister of the Northern Territory of Australia

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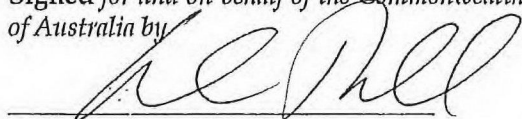
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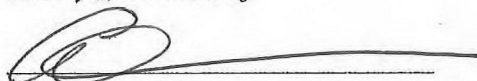
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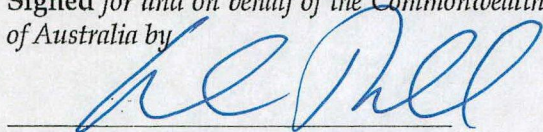
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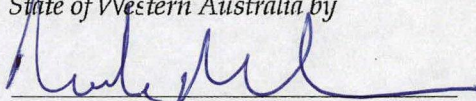
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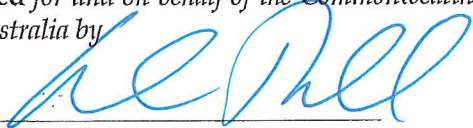
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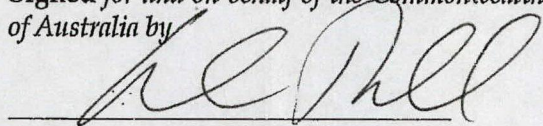
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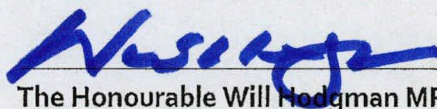
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~~[Day] [Month] [Year]~~

15 December 2017

Signed for and on behalf of the Australian Capital Territory by

Andrew Barr MLA

Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

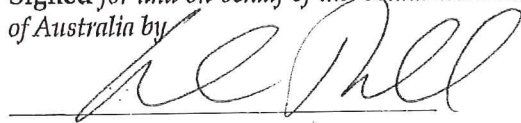
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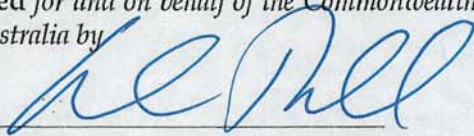
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Andrew Barr MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

*Signed for and on behalf of the Northern
Territory by*

The Honourable Nicole Manison MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]