

Implementation Plan for the Natural Disaster Resilience Program - Tasmania

NATIONAL PARTNERSHIP AGREEMENT ON
NATURAL DISASTER RESILIENCE

PRELIMINARIES

This Implementation Plan is created subject to the provisions of the **National Partnership agreement on Natural Disaster Resilience** and should be read in conjunction with that Agreement. The objective in the Agreement is to have Australian communities that are resilient to natural disasters.

1. Tasmania's approach to building disaster resilience under the Agreement is to fund activities, projects and programs that reduce risk from the impact of disasters; builds appropriate emergency management capabilities and capacity; and supports a strong emergency volunteer sector. Implicit in this approach will be consideration of the unavoidable impacts of climate change on disaster risk profiles. Mitigation, while still critical is not enough and an emerging priority is to reduce vulnerability, build community resilience and its ability to adapt to change.
2. Funding will be directed at activities that prevent and mitigate the impact of disasters; further community understanding of disaster risk; facilitate related emergency management planning; build capabilities and community capacity; and/or strengthen Tasmania's emergency volunteer sector.

TERMS OF THIS IMPLEMENTATION PLAN

3. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Attorney-General, and the State of Tasmania, represented by the Minister for Police and Emergency Management.
4. This Implementation Plan will cease on the conclusion of the activities specified in this Implementation Plan, including the acceptance of final performance reporting and processing of final payments against performance indicators specified in this Implementation Plan.
5. This Implementation Plan may be varied by written agreement between the Ministers.
6. Either Party may terminate this agreement by providing 60 days notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to the State is limited to payments associated with performance benchmarks achieved by the State by the date of effect of termination of this Implementation Plan.
7. The Parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to this Implementation Plan.

PROJECT OBJECTIVE

8. The objective in this Implementation Plan is to develop disaster resilient communities in Tasmania. In achieving this objective the Implementation Plan will deliver three outcomes:
 - reduced risk from the impact of disasters;
 - appropriate emergency management capability and capacity, consistent with State risk profiles; and
 - support for volunteers.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

9. The Commonwealth is responsible for:
- (a) reviewing the State's performance against the project benchmarks specified in this Implementation Plan providing any consequential financial contribution to the State for that performance;
 - (b) providing a financial contribution to Tasmania in accordance with paragraph 11 of this Implementation Plan; and
 - (c) in partnership with the State of Tasmania, monitoring the performance of the National Partnership Agreement on Natural Disaster Resilience

Role of the State

10. The State is responsible for all aspects of Natural Disaster Resilience Program implementation in Tasmania, including:
- (a) providing a financial contribution to implement sub-programs and activities;
 - (b) in partnership with the Commonwealth, monitoring the performance of the National Partnership Agreement on Natural Disaster Resilience;
 - (c) implementing appropriate financial and project management arrangements for all activities undertaken through the Implementation Plan; and
 - (d) meeting all conditions including providing reports in accordance with this Implementation Plan.

PERFORMANCE BENCHMARKS AND FINANCIAL ARRANGEMENTS

11. The maximum financial contribution to be provided by the Commonwealth for the project is \$12,760,000 payable in accordance with performance benchmarks set out in Table 1. GST is not applicable to this transaction.

Table 1: Performance benchmarks and associated payments

Performance benchmark	Due date	Amount
(i) Agreement to the Implementation Plan by the Ministers or authorised delegates of each jurisdiction	Expected by 10 Oct 10	\$630,000
(ii) Agreement between Launceston City Council and the State of Tasmania governing provision of additional funds for flood protection	Expected by 15 Dec 10	\$11,500,000
(iii) Submission of a Progress Report to the satisfaction of the Commonwealth against the subprograms listed in the Implementation Plan	Expected by 31 Mar 11	\$630,000
(iv) Submission of an Annual Report	Expected by 31 Jul 11	Nil

12. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the State Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

BUDGET

13. The overall budget for the Implementation Plan is set out in Table 2. This highlights the three sub-programs to be undertaken in Tasmania.

Table 2: Overall project budgetⁱ

Subprograms	Total (\$ thousand)
(i) Natural Disaster Resilience Program – Tasmania	1,260
(ii) Emergency Management Framework Support Program	260
(iii) State Disaster Risk Assessment	300
(iv) Launceston Flood Risk Management ⁱⁱ	23,000
Total estimated project budget	24,820

Notes:

i. The project budget identifies contributions which have been committed to the subprograms of 2010/11 Implementation Plan. Due to the project nature of the subprograms, cash flows to funding recipients may span future financial years.

ii. Up to \$11,500,000 has been committed by both the State and Commonwealth in line with clause 27 of the National Partnership Agreement. Funding will be provided to Launceston City Council for the purposes of funding extraordinary land acquisition costs associated with the development of flood protection levees originally funded under the Natural Disaster Mitigation Program.

14. The budget breakdown provides an indicative distribution of funds but may be subject to change pending actual submissions and activity requirements under each subprogram.
15. In line with clauses 24 and 25 of the National Partnership Agreement, the State's contributions to the activities may include in-kind support or funding from other activity partners through innovative and collaborative partnerships.
16. Having regard to the estimated costs of activities specified in the overall project budget, the State will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the State bears all risk should the costs of a project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost-effectively and efficiently.
17. The State Emergency Service will administer the Natural Disaster Resilience Program as a competitive grants scheme and the funding guidelines are provided in Attachment A. The guidelines detail the governance and administrative arrangements under which the program will operate.
18. The Emergency Management Framework Support Program will augment the efforts of the State in public safety and emergency management awareness activities and the delivery of emergency management planning and risk management services. Governance and program oversight will be provided by the State Emergency Service.
19. The natural disaster risk assessment study will be conducted utilising the newly developed National Emergency Risk Assessment Guidelines. Governance and program oversight will be provided by the State Emergency Management Committee.

REPORTING ARRANGEMENTS

20. The State will provide a Progress Report to the Commonwealth in line with the performance benchmarks set out in Table 1.
21. The Implementation Report will contain the following information:
 - (a) organisations being funded;
 - (b) locations of activity;
 - (c) total approved funding;
 - (d) brief description of activities; and
 - (e) period of funding.
22. An Annual Report will provide information on whether the activities funded are:
 - (a) effective in contributing to the outcomes;
 - (b) being implemented efficiently; and
 - (c) reaching those people for whom they are intended.
23. The Annual Report will also include data for the following performance indicators:
 - (a) date of agreement to the Implementation Plan by the Ministers;
 - (b) date of agreement between Launceston City Council and the State of Tasmania governing provision of additional funds for flood protection;
 - (c) number of emergency management plans reviewed through operation of the Natural Disaster Resilience Program - Tasmania;
 - (d) number of emergency management validation exercises conducted through operation of the Natural Disaster Resilience Program - Tasmania;
 - (e) number of training hours delivered/facilitated for emergency management education through operation of the Natural Disaster Resilience Program - Tasmania; and
 - (f) progress towards completion of the State's emergency risk assessment.