

# Implementation Plan for Tasmania 2011-12

## NATIONAL PARTNERSHIP AGREEMENT ON NATURAL DISASTER RESILIENCE

### Preliminaries

1. 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 National Partnership recognises the collaborative agreement by both parties to focus on natural disaster mitigation activities that strengthen communities to make them more resilient to natural disasters and to minimise the impact of those disasters.
2. 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.

### 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 completion 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 30 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 of this Implementation Plan is to strengthen Tasmanian communities' resilience to, and minimise the impact of, a range of natural disasters through the implementation of projects that are aligned with the State's risk profile.

## Roles and Responsibilities

### *Role of the Commonwealth*

9. The Commonwealth is responsible for reviewing the State's performance against the project benchmarks specified in this Implementation Plan and providing any consequential financial contribution to the State for that performance.

### *Role of the State*

10. The State is responsible for all aspects of the Natural Disaster Resilience Program implementation in Tasmania, including:
  - (a) fully funding the program, after accounting for financial contributions from the Commonwealth and any third party;
  - (b) completing the project in a timely and professional manner in accordance with this Implementation Plan; and
  - (c) 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 2011-12 project is \$5,540,000 payable in accordance with performance benchmarks set out in Table 1.

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 30/08/2011	\$645,000
(ii) Submission of a Progress Report to the satisfaction of the Commonwealth.	Expected by 30/09/2011	Nil
(iii) Agreement between Launceston City Council and the State of Tasmania governing provision of additional funds for flood protection.	Expected by 15/12/2011	\$4,250,000
(iv) Submission of an Annual Report to the satisfaction of the Commonwealth.	Expected by 31/03/2012	\$645,000

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*.
13. Tasmania will evaluate the performance of the program through:
  - a) The proportion of applications approved, commenced and completed;
  - b) The proportions to which funding is dispersed between:
    - i. individual sectors;

- ii. natural disaster risks and resilience characteristics; and
  - iii. geographical locations and high risk areas.
14. All Projects will be measured individually on their ability to meet agreed outputs and outcomes within the scheduled time and budget.

## Budget

15. The overall project budget is set out in Table 2.

Table 2: Overall project budget

Sub-projects	Total
(i) Natural Disaster Resilience Program – Tasmania (including \$130,000 for the Emergency Management Framework Support Program)	\$1,290,000
(ii) State Disaster Risk Assessment <sup>i</sup>	\$150,000
(iii) Launceston Flood Risk Management <sup>ii</sup>	\$5,250,000
<b>Total estimated project budget</b>	<b>\$6,690,000</b>

Notes:

- i. The project budget identifies contributions which have been committed to the sub-projects from the 2010-11 Implementation Plan. Due to the project nature of the sub-projects, cash flows have been rolled over to 2011-12.
  - ii. Up to \$6,750,000 has been committed by both the State and Commonwealth in line with clause 27 of the National Partnership Agreement. The State Government has already provided \$5.75 million of its additional contribution to the Council. The remaining \$1 million will be provided in 2011-12. The Commonwealth has already contributed \$2.5 million through Tasmania's 2010/11-implementation plan and the remainder the Commonwealth will now contribute is \$4.25 million. Funding will be provided to Launceston City Council for the purposes of funding additional costs associated with the development of flood protection levees originally funded under the Natural Disaster Mitigation Program.
16. The budget breakdown provides an indicative distribution of funds but may be subject to change pending actual submissions and activity requirements under each sub-project.
17. In line with clauses 24 and 25 of the National Partnership, the State's contributions to the activities may include in-kind support or funding from other activity partners through innovative and collaborative partnerships.
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. As part of the Program, the State Emergency Service will provide governance and program oversight and NDRP Tasmania will be utilised to cover any costs associated with the program administration.
19. The natural disaster risk assessment study will be conducted utilising the newly developed National Emergency Risk Assessment Guidelines. The State Emergency Management Committee will provide governance and program oversight.
20. Having regard to the estimated costs of projects 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.

## Reporting Arrangements

21. The State will provide a Progress Report to the Commonwealth by the date specified in Table 1. The Progress 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. The State will provide an Annual Report to the Commonwealth by the date specified in Table 1. The Annual Report will provide information on whether the activities funded are:
  - a) effective in contributing to the objectives outcomes;
  - b) being implemented efficiently; and
  - c) reaching those people for whom they are intended.
23. The Annual Report will outline progress to date against the current Implementation Plan and any outstanding issues from any earlier Implementation Plan not previously reported on.