

LEGISLATIVE COUNCIL
Question On Notice

Thursday, 1 December 2022

See tabled paper.

1146. Hon Martin Aldridge to the Minister for Emergency Services

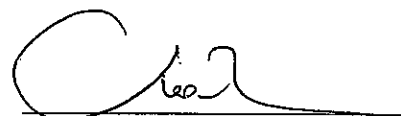
I refer to the State Risk Report, and I ask:

- (a) on what date did the project commence;
- (b) what is the total cost of the project;
- (c) what proportion of the project cost was borne by the Commonwealth Government;
- (d) please table the agreement with the Commonwealth Government in relation to the project;
- (e) did the agreement with the Commonwealth Government require the publication of the final report and if so please detail the condition requirement;
- (f) has the government considered the State Risk Report and if so on what date and in what form was this consideration;
- (g) does the government intend to make the report public and if so when; and
- (h) please table the report?

Answer

I am advised by the Department of Fire and Emergency Services (DFES):

- (a) The project commenced in 2013
- (b) \$13.7M
- (c) 47 per cent
- (d) See tabled paper no. #
- (e) The publication of a final state risk report was not a condition of the agreement
- (f) and (h) Consideration of the State Risk Profile Report 2021 by Government is a cabinet matter and therefore remains cabinet in confidence.
- (g) Once approved by SEMC in March 2023, public facing summaries of the individual state risks will be available on the wa.gov.au website.



Hon Stephen Dawson MLC

**MINISTER FOR EMERGENCY SERVICES; INNOVATION
AND THE DIGITAL ECONOMY; MEDICAL RESEARCH; VOLUNTEERING**

NATIONAL PARTNERSHIP AGREEMENT ON NATURAL DISASTER RESILIENCE

Council of
Australian
Governments

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 agreement on Natural Disaster Resilience

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership agreement (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.
2. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have a mutual interest in reducing the impact of, and increasing resilience to, natural disasters and need to work together with local government, business, the non-government sector, communities and individuals to achieve these 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. Commonwealth and State funding under this Agreement or elements of this Agreement is anticipated to have an impact on ongoing service levels in the areas of enhancing Australian communities' resilience to natural disasters, in such a way that further funding beyond the term of this Agreement may be required if those levels are to be maintained.
5. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, the Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage (for example, the reform commitments provided in the National Indigenous Reform Agreement) and those commitments are embodied in the objectives and outcomes of this Agreement.
6. This Agreement will be implemented consistently with the key objectives of the *National Disability Strategy 2010–2020*, as agreed by the Council of Australian Governments in 2011, which seeks to improve the lives of people with disability, promote participation, and create a more inclusive society. The Parties are committed to supporting the vision of the Strategy for an inclusive Australian society that enables people with disability to fulfil their potential as equal citizens, and its aims, which include driving improved performance of mainstream services in delivering outcomes for people with disability.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

8. This Agreement will commence as soon as the Commonwealth and one other Party sign the Agreement. The Agreement will expire on 30 June 2015, or on completion of the project or reform, including the acceptance of 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 – OBJECTIVE, OUTCOME AND OUTPUTS

Objective

9. The Parties aspire to enhance Australian communities' resilience to natural disasters.

Outcome

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 objective and outcome of this Agreement will be achieved by States:
 - (a) amending, with the exception of New South Wales and Queensland, by 30 June 2015, State-wide risk assessments to ensure that they are consistent with the revised National Emergency Risk Assessment Guidelines (NERAG), when agreed;
 - (b) communicating risk to the public, through the publication of State-wide risk assessments;
 - (c) 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

- (d) 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.

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 accountable for the following roles and responsibilities:
- (a) providing a financial contribution to the States to support the implementation of this Agreement;
 - (b) coordinating the development of Implementation Plans in partnership with the States;
 - (c) monitoring and assessing the performance in the delivery of outputs under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe;
 - (d) where applicable, in accordance with the *Fair Work (Building Industry) Act 2012*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation scheme) Regulations 2005, are only made where a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted; and
 - (e) where applicable, ensuring that compliance with the Building Code 2013 is a condition of Australian Government funding.

Role of the States and Territories

14. The States agree to be accountable for the following roles and responsibilities:
- (a) providing a financial and/or in-kind contribution to support the implementation of this Agreement;
 - (b) developing a two year Implementation Plan that aligns with the term of this Agreement and relates to activities funded under it, in consultation with the Commonwealth;
 - (c) ensuring, with the exception of New South Wales and Queensland, that State-wide risk assessments are consistent with the revised NERAG, when agreed, by 30 June 2015¹;
 - (d) monitoring and assessing the delivery of outputs under this Agreement to ensure that they are delivered and outcomes are achieved within the agreed timeframe;
 - (e) delivering the outcomes and outputs as set out in Part 2 – Objective, Outcome and Outputs of this Agreement;

¹ The Standing Council on Police and Emergency Management has agreed that all States will publish new, revised or updated risk assessments by 30 June 2017. It is desirable that updated risk assessments utilise all relevant and available data and expertise (including from the insurance industry and local governments).

- (f) reporting on the delivery of the outcome and outputs as set out in Part 4 – Performance Monitoring and Reporting of this Agreement; and
- (g) ensuring appropriate financial and project management arrangements are in place for all activities undertaken through this Agreement, including:
 - (i) where applicable, ensuring that only a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth, and
 - (ii) where applicable, ensuring that compliance with the Building Code 2013 is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth.

Shared roles and responsibilities

15. The Commonwealth and the States share the following roles and responsibilities:
 - (a) participating in consultations as appropriate regarding the implementation of this Agreement;
 - (b) negotiating new or revised Schedules, including Implementation Plans, to this Agreement;
 - (c) conducting evaluations and reviews of outputs delivered under this Agreement including a final program review; and
 - (d) facilitating sharing of information on outputs and outcomes under this Agreement with the aim of minimising duplication of program and project activities.
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 and with sufficient notice of opportunities for involvement at federal and local levels.

Implementation Plans

17. The Commonwealth and the States will agree Implementation Plans from the commencement of this Agreement to 30 June 2015 that will set out each State's strategy to:
 - (a) strengthen community resilience to natural disasters through targeted natural disaster resilience activities consistent with State risk profiles;
 - (b) demonstrate how State programs support the NSDR priority outcomes; and
 - (c) contribute to the attraction, retention, training and resourcing of emergency management volunteers.

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance milestones

18. Achievements of the objectives, outcome and outputs in this Agreement will be assessed against the performance milestones to be set out in each Implementation Plan, that when agreed, will form Schedules to this Agreement.

Reporting arrangements

19. The States will report against the agreed performance milestones in their respective Implementation Plans in accordance with Table 3 of this Agreement.
20. The States will also prepare a Final Report within 90 days of the completion of all the outputs agreed under this Agreement. The final report will be a stand-alone document that can be used for public information dissemination purposes regarding the Agreement. The Final Report will:
 - (a) describe the conduct, benefits and outcomes of the Agreement as a whole;
 - (b) evaluate the outputs from the State's perspective, including assessing the extent to which the objective has been achieved against milestones contained in Implementation Plans over the period of the Agreement, and explaining why any aspect was not achieved; and
 - (c) include a discussion of any other matters relating to the Agreement, that are necessary for the effective assessment of performance and agreed between the Commonwealth and the States.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

21. The Commonwealth will provide a total financial contribution to the States of up to \$52.2 million in respect of this Agreement.
22. 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.
23. States are responsible for securing the balance of contributions for activities identified in the Implementation Plan, which may include in-kind contributions.
24. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
25. The Parties may agree to fund the maintenance of 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.
26. The Commonwealth's and the States' estimated financial contribution 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

	2013-14 (\$ million)	2014-15 (\$ million)	Total (\$ million)
<i>Estimated</i> total budget (1)	52.2	52.2	104.4
<i>Estimated</i> National Partnership payment (2)	26.1	26.1	52.2
Commonwealth own purpose expense (3)	0	0	0
Total Commonwealth contribution (4) = (2) + (3)	26.1	26.1	52.2
Balance of non-Commonwealth contributions (5) = (1) – (4)	26.1	26.1	52.2

27. The distribution of the Commonwealth's estimated financial contribution in Table 1 is shown in Table 2. The distribution 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.

Table 2: Distribution of estimated financial contributions

State	%	2013-14 (\$ million)	2014-15 (\$ million)	Total (\$ million)
New South Wales	26	6.8	6.8	13.5
Queensland	23	6.0	6.0	12.0
Victoria	16	4.2	4.2	8.4
Western Australia	12	3.1	3.1	6.3
South Australia	8	2.1	2.1	4.2
Tasmania	5	1.3	1.3	2.6
Australian Capital Territory	5	1.3	1.3	2.6
Northern Territory	5	1.3	1.3	2.6
Total	100	26.1	26.1	52.2

Table 3: Reporting Requirements and Payment Milestones

Due date	Milestone	Proportion of State's annual allocation
2013-14		
Following finalisation of this Agreement	Agreement to the State Implementation Plans that clearly demonstrate each State's strategy to achieve the outcomes and outputs of this Agreement, as per clause 17 of this Agreement.	50%
30 April 2014	Acceptance by the Commonwealth of a State report, covering the period 1 July 2013 – 31 March 2014, that clearly details the achievement of the outcomes and outputs of this Agreement through the demonstrated achievement of the performance milestones set out in each State's Implementation Plan.	50%
2014-15		
30 September 2014	Acceptance by the Commonwealth of a State report, covering the period 1 April 2014 – 30 August 2014, that clearly details the achievement of the outcomes and outputs of this Agreement through the demonstrated achievement of the performance milestones set out in each State's Implementation Plan.	50%
30 April 2015	Acceptance by the Commonwealth of a State report, covering the period 1 September 2014 – 31 March 2015, that clearly details the achievement of the outcomes and outputs of this Agreement through the demonstrated achievement of the performance milestones set out in each State's Implementation Plan.	50%

Project management risk

28. Having regard to the agreed estimated costs of projects specified in an Implementation Plan, a 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 States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost 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, that does not lessen the Parties' commitment to this Agreement.

Review of the Agreement

30. In accordance with clause E23 of the IGA FFR, this Agreement is time limited. To assess the degree to which the agreed objectives and outcomes and/or outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry, a review of the Agreement will be scheduled to be completed approximately six months prior to its expiry.
31. This Agreement is intended to provide funding to support the delivery of services in the areas of enhancing Australian communities' resilience to natural disasters. In reviewing this Agreement, the Parties should consider whether it has increased activity levels in these areas in such a way that further funding beyond the expiry of this Agreement may be required if those levels are to be maintained.
- (a) As part of this process, the Parties should consider whether the overall objectives, outcomes and/or outputs of the Agreement have been achieved and whether the activity levels have been raised in an effective, efficient and appropriate manner.
32. Subject to the outcomes of the review, if the Parties agree that further funding beyond the term of this Agreement may be required to maintain increased activities, they will also consider this issue when framing their budgets, noting that the necessary policy and budget authority, including in relation to new policy reforms, are subject to the outcomes of budget processes at both the Commonwealth and State level.

Variation of the Agreement

33. The Agreement may be amended at any time by agreement in writing by all the Parties.
34. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

35. The relevant Commonwealth Minister with portfolio responsibility for emergency management 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.
36. Respective State Ministers with portfolio responsibility for emergency management are authorised to agree and amend Schedules, including Implementation Plans, to this Agreement.
37. 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

38. Any Party may give notice to other Parties of a dispute under this Agreement.
39. Officials of relevant Parties will attempt to resolve any dispute in the first instance.

40. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Ministerial Council.
41. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Council of Australian Governments (COAG) for consideration.

Interpretation

42. For the purposes of this Agreement:

Disaster mitigation – measures taken in advance of, or after, a disaster aimed at minimising the impact of disaster on communities.

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.

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 Tony Abbott MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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

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Premier of the State of South Australia

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The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

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Chief Minister of the Australian Capital Territory

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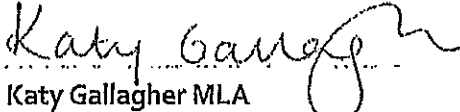
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*Signed for and on behalf of the
State of Victoria by*

The Honourable Dr Denis Napthine MLA
Premier of the State of Victoria
[Day] [Month] [Year]

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

The Honourable Campbell Newman MP
Premier of the State of Queensland
[Day] [Month] [Year]

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


The Honourable Colin Barnett MLA
Premier of the State of Western Australia
10 06 2014
[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
State of Tasmania by*

The Honourable Lara Giddings MP
Premier of the State of Tasmania
[Day] [Month] [Year]

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

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital Territory
[Day] [Month] [Year]

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

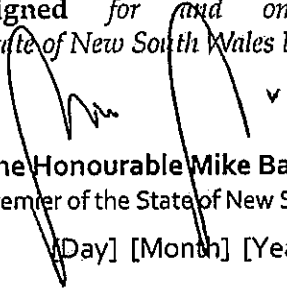
The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

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

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

The Honourable Tony Abbott 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 Mike Baird MP
Premier of the State of New South Wales
[Day] [Month] [Year]

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

The Honourable Dr Denis Napthine MLA
Premier of the State of Victoria
[Day] [Month] [Year]

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

The Honourable Campbell Newman MP
Premier of the State of Queensland
[Day] [Month] [Year]

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

The Honourable Colin Barnett MLA
Premier of the State of Western Australia
[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
State of Tasmania by*

The Honourable Will Hodgman MP
Premier of the State of Tasmania
[Day] [Month] [Year]

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

Ms Katy Gallagher MLA
Chief Minister of the Australian Capital Territory
[Day] [Month] [Year]

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

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

11/3/22

LEGISLATIVE COUNCIL
Question On Notice

Thursday, 1 December 2022

1146. Hon Martin Aldridge to the Minister for Emergency Services

I refer to the State Risk Report, and I ask:

- (a) on what date did the project commence;
- (b) what is the total cost of the project;
- (c) what proportion of the project cost was borne by the Commonwealth Government;
- (d) please table the agreement with the Commonwealth Government in relation to the project;
- (e) did the agreement with the Commonwealth Government require the publication of the final report and if so please detail the condition requirement;
- (f) has the government considered the State Risk Report and if so on what date and in what form was this consideration;
- (g) does the government intend to make the report public and if so when; and
- (h) please table the report?

Answer

I am advised by the Department of Fire and Emergency Services (DFES):

- (a) The project commenced in 2013
- (b) \$13.7M
- (c) 47 per cent
- (d) See tabled paper no. #
- (e) The publication of a final state risk report was not a condition of the agreement
- (f) Consideration of the State Risk Profile Report 2021 by Government is a cabinet matter and therefore remains cabinet in confidence.
- (g) Once approved by SEMC in March 2023, public facing summaries of the individual state risks will be available on the wa.gov.au website.
- (h) The report is a Cabinet in Confidence document

Hon Stephen Dawson MLC

**MINISTER FOR EMERGENCY SERVICES; INNOVATION
AND THE DIGITAL ECONOMY; MEDICAL RESEARCH; VOLUNTEERING**

** FOR THE MINISTERIAL OFFICE ONLY **

DFES Comments

- (a) State Risk Report was only one of a multitude of milestones for the total State Risk and Capability Project which includes 5 phases and multiple deliverables.
- (b) The cost per year for the period of the project is \$1.4M inclusive of the Commonwealth contribution
- (c) Total contribution by the Commonwealth Government equals \$6.5M
- (e) The NDRP NPA signed in 2014 includes as an output of the program: "*communicating risk to the public, through the publication of **state-wide risk assessments**...*". By 2017, the wording had been amended to: "*publishing a new, revised or updated **state-wide risk assessment**...*". The intention of the individual State Risk Fact Sheets is to meet this agreement requirement.