

**Appendix 9
Draft MOU & letters of
support from
participating agencies**

DRAFT

Memorandum of Understanding

Between
Department of Health,
Department of Housing and Works
and
Department of Environment and Conservation

In relation to environmental management and conservation initiatives
associated with the Fiona Stanley Hospital and Health Precinct

January 2008

1 Preamble

The Memorandum of Understanding (**MOU**) is between the Department of Health (**DoH**), the Department of Housing and Works (**DHW**) and the Department of Environment and Conservation (**DEC**).

The MOU seeks to establish the highest standards of cooperation and understanding between DoH, DHW and DEC in order to successfully implement a range of environmental management and conservation initiatives associated with the development of the Fiona Stanley Hospital and Health Precinct (**FSHHP**) at Murdoch in Western Australia.

The MOU is not intended to be a legal document. It is an administrative document that seeks to ensure mutually beneficial working arrangements and to clarify the relationship between DoH, DHW and DEC, in view of DEC's responsibilities for conservation and land management in Western Australia.

The MOU does not restrict any of the parties from participation in similar activities or arrangements with other public or private agencies or parties.

2 Background

The DoH is developing the FSHHP at Murdoch as the State's new centre for trauma and burns services which will also provide 24 hour acute care together with teaching, research, medical and surgical services. The construction of the facility is to be undertaken by the DHW as a public work on behalf of the DoH. Upon completion, a public hospital will be declared under the *Hospitals and Health Services Act 1927 (WA)*, which will be under the control and management of the Minister for Health.

In planning for the FSHHP, the Minister for Health and the DoH have determined that the planning and development of the FSHHP also reflects the highest possible standards of environmental responsibility and management. A key aspect of this work is consultation with the local and wider community interests and the participation of the community in particular projects wherever possible.

The development of FSHHP will entail the clearing of approximately 25 Ha of land that is known to be non-breeding feeding habitat for the threatened Carnaby's black cockatoo. The loss of flora and fauna habitat through land clearing is to be addressed through environmental offsets determined under the provisions of the *Environmental Protection Act 1986 (Clearing of Native Vegetation) Regulations 2004 (WA)* and is the subject of a separate agreement between DoH and DEC.

Carnaby's black cockatoo is listed as endangered under provisions of the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)* as well as being listed under Schedule 1 of the *Wildlife Conservation Act 1950 (WA)* as fauna that is rare or likely to become extinct. The FSHHP must therefore satisfy the requirements of the Commonwealth Department of the Environment, Water, Heritage and the Arts (**DEWHA**) for its protection.

DEC is responsible for the planning and coordination of management of the nearby Beeliar Regional Park which is an area of urban bushland and public open space managed under a cooperative land management system with the Local Government Authority. The park is a regionally and locally important conservation reserve.

The MOU establishes a decision making and management framework involving the key government agencies to implement a range of environmental management and

conservation initiatives. These initiatives have the objective of ensuring that the FSHHP site is planned and developed in the most environmentally sensitive way possible, while maintaining biodiversity and promoting a co-operative approach to the protection and management of the environment on the Swan Coastal Plain. It also seeks to address the local community concerns about potential impacts of the development on the local environment. The opportunity therefore exists through this MOU to increase community appreciation and understanding of the regional park values by involvement in practical conservation measures to improve the environmental health of the area.

The Key Outcomes set out in the MOU are not an exhaustive list of such initiatives and the MOU provides scope for other environmental and conservation initiatives to be identified, approved, funded and implemented.

While the DoH and DHW, jointly, have the responsibility for planning, designing and building the FSHHP facilities, DEC has responsibility for protecting and conserving the State's environment on behalf of the people of Western Australia. This includes managing the State's national parks, marine parks, conservation parks, regional parks, State forests and timber reserves, nature reserves, marine nature reserves and marine management areas.

3 Scope and terms of the MOU

The parties to the MOU, DoH, DHW and DEC (**Parties**) wish to collaborate to ensure that the FSHHP is planned and developed to high environmental management and conservation standards involving community consultation and participation.

The Parties are committed to developing and maintaining a relationship that will deliver these outstanding environmental and conservation outcomes. In particular, the Parties will do all things reasonably necessary to ensure that the Key Outcomes specified in the MOU are achieved in accordance with the schedule of the development proposed for the FSHHP and associated environmental management plans.

The Parties recognise that different levels of authority exist for different aspects for the development of the FSHHP and will use their best endeavours to ensure that the actions required in implementing the Key Outcomes, and other environmental activities developed under this MOU, are properly authorised.

The MOU cannot restrict any of the Parties in the performance of their functions or exercise of their legal powers and it has no authority in law. Notwithstanding this, DOH, DHW and DEC agree that identifying mechanisms for cooperation and liaison through the MOU will benefit all parties as well as the general community.

Unless an extension to the MOU is agreed by the Parties and executed, this MOU is valid for a period of five (5) years commencing on ~~XX~~ January 2008 or until the Key Outcomes are met within a reasonable timeframe on the agreement of the Parties.

4 Purpose of the MOU

The purpose of the MOU is to put in place a collaborative framework and arrangements between the Parties to ensure the successful implementation of a program of environmental management and conservation initiatives associated with the development of the FSHHP.

5 Key outcomes of the MOU

This MOU is structured to ensure the successful implementation of a number of major environmental management and conservation initiatives associated with the development of the FSHHP (**Key Outcomes**). The Parties are committed to ensuring the successful implementation of the Key Outcomes within the schedule proposed for the development of the FSHHP.

Nevertheless, it is expected that other environmental management and conservation initiatives may arise during the construction of the FSHHP. The MOU, through the management and decision-making process set out below, allows for the development and implementation of relevant additional initiatives.

The Key Outcomes are:

- (1) On-site mitigation and conservation measures
- (2) Rehabilitation of land in the Beeliam Regional Park
- (3) Research into Carnaby's black cockatoo
- (4) Community participation in conservation programs
- (5) Securing additional habitat for Carnaby's black cockatoo

Specific requirements for each of the Key Outcomes are outlined in the section below.

6 Specific Undertakings

This section of the MOU details the specific undertakings that will be involved in implementing the Key Outcomes in accordance with the schedule for the development of the FSHHP and the relevant environmental management plans. The allocation of responsibility is based on which of the Parties is best placed to most effectively achieve a particular undertaking; i.e. DoH, DHW or DEC. Some obligations will also be discharged indirectly via consultants and other agents.

The specific undertakings necessary to achieve each of the Key Outcomes and agreed by the Parties are as follows:

6.1 On-site mitigation and conservation measures

- Retain and protect areas of vegetation wherever possible.
- Fauna relocation/ seed collection/ plant nursery.
- Bushland condition, weed and dieback assessment and mapping.
- On-site landscaping and streetscaping using flora utilised by Carnaby's black cockatoo.
- Investigate potential use of nest boxes.
- Environmental induction program for staff and contractors.
- Proper construction management processes and practices to protect remnant vegetation and native fauna.
- Public meetings and information dissemination as required and on-site environmental and conservation activities to be coordinated through the Community Advisory Group (see section 7.3 below).

- The DoH as administrator of the FSHHP will have long term responsibility for the management of the on-site conservation areas.
- DEC through its involvement on the Project Group and Steering Committee will provide input into the long term environmental management of the FSHHP site including appropriate strategies for protecting, preserving and enhancing remnant values in on-site conservation areas.
- DEC will also have a role in reviewing environmental management controls in place during construction to protect the on-site conservation areas to ensure they are managed in accordance with the document entitled 'Carnaby's Black Cockatoo Management Plan' dated January 2008.

6.2 Rehabilitation of land in Beeliar Regional Park

- DoH to provide \$750,000 over 5 years, to be matched by DEC, for rehabilitation of at least 25 hectares of degraded land within Beeliar Regional Park to contribute to habitat areas for Carnaby's black cockatoo.
- DHW in consultation with DEC to produce rehabilitation plan(s), including rehabilitation methodology, work schedule, performance indicators and implementation plan.
- Harvesting of seed and removal of topsoil from FSHP site, subject to determining the Phytophthora and weed status of the soil.
- Relocate top soil to suitable areas of the ;Beeliar Regional Park.
- Consultants commissioned by DoH and/ or DHW to prepare an appropriate rehabilitation methodology including site preparation, planting weed control and maintenance for each stage of the rehabilitation (**Plan of Works**).
- The rehabilitation works will be undertaken by consultants and contractors commissioned by DoH and/ or DHW, on the advice of DEC.
- Rehabilitated areas will be maintained, in accordance with the Plan of Works and the document entitled 'Carnaby's Black Cockatoo Management Plan' dated January 2008, for a period of 5 years from the completion of each stage of the rehabilitation works.
- Monitoring and reporting for success to be based on agreed criteria.
- Includes contribution of \$50,000 for the translocation of balgas from the FSHPP site to Beeliar Regional Park.
- Includes contribution of \$50,000 to promote community involvement in rehabilitation projects.
- Community participation in rehabilitation projects in Beeliar Regional Park will be coordinated by DEC's Healthy Parks Healthy People initiative, and in close consultation with the Beeliar Regional Park Community Advisory Committee.
- The rehabilitated areas will be managed by DEC for the purposes of conservation under the *Conservation and Land Management Act 1984* (WA) (**CALM Act**) and be subject to the objectives and management controls of the Beeliar Regional Park Management Plan.

6.3 Community participation in conservation programs

This involves a number of separate initiatives with a particular focus on the involvement and participation of the local community, they also are designed to address wider

environmental and conservation issues consistent with the role of the FSHHP facilities in the health services area.

(a) **Contribution to community care and rehabilitation facilities for Carnaby's black cockatoo**

- Participation coordinated through the Community Advisory Group (see section 7.3 below).
- Public meetings and information dissemination as required.
- DoH/DHW to provide a total of \$75,000 to assist community groups in the provision of care and rehabilitation facilities for Carnaby's black cockatoo.

(b) **Contribution to the Healthy Parks Healthy People program**

- Contribution of \$200,000 over five years to the Healthy Parks Healthy People program, to promote community involvement in parks and appreciation of their health benefits (for example, activities with seniors and disability groups).
- This funding will be directed at programs and initiatives in parks within the catchment area for the FSHHP.
- DEC will report the initiative outcomes to the Steering Committee. The contribution from DoH will be acknowledged in relevant publications and promotions.

(c) **Contribution to the Wildcare Helpline**

- Provision of \$150,000 over five years to the operation of the Wildcare Helpline that provides 24 hours per day advice on the care of sick and injured wildlife, including Carnaby's black cockatoo.
- The contribution from DoH will be acknowledged in relevant publications and promotions.

(d) **Contribution to the Regional Parks Community Grants Scheme**

- DoH to provide \$150,000 to DEC over five years to augment the Regional Parks Community Grants Scheme to encourage community groups to become involved in conservation projects in and around Perth's regional parks. For example, projects may include the protection and enhancement of habitat for Carnaby's black cockatoo.
- This funding will directed at programs and initiatives involving community groups within the catchment area for the FSHHP.
- The contribution from DoH will be acknowledged in relevant publications and promotions.
- Community participation will be achieved through the regional park community advisory committees.

6.4 Research into Carnaby's black cockatoo

- In consultation with DEWHA, DEC to identify a suitable research project aimed at increasing knowledge and assisting in the recovery of Carnaby's black cockatoo species (**Research Project**).
- Subject to advice from the Project Group, the Steering Committee to approve the final scope, cost and timing for the Research Project.
- The Steering Committee to consult with the DEWHA and other State agencies to identify a range of sources of funding for the Research Project.

- DoH to contribute up to \$275,000 for the Research Project, paid to DEC in three equal instalments over 3 years commencing on 30 June 2008.
- DEC to supervise the Research Project and report to Project Group every 6 months.

6.5 Securing additional habitat for Carnaby's black cockatoo

This undertaking addresses specifically the requirement for environmental offsets under the provisions of the *Environmental Protection Act 1986 (Clearing of Native Vegetation) Regulations 2004* and is subject of a separate agreement between DEC and DoH. The main elements of the undertaking are:

- DEC to identify at least 25 Ha of land suitable as foraging/breeding habitat for the Carnaby's black cockatoo (**Habitat Land**).
- DoH to provide DEC with funding of up to \$250,000 for the purchase of Habitat Land.
- DEC to purchase the Habitat Land by 30 June 2008 and take the necessary measures to include the habitat land in the conservation estate managed and protected by the CALM Act.
- DEC to manage the Habitat Land in accordance with the requirements of the CALM Act.

7 Decision-Making and Management Structure

The Parties are committed to an effective decision-making and management structure in order to achieve their agreed outcomes within the time frame and budget for the development of the FSHHP.

All issues will be resolved within the MOU decision-making and management structure. If the Steering Committee fails to achieve unanimity in respect of a matter for which it has to make a decision, that matter will be referred to the Directors General of Health, Housing and Works and Environment and Conservation for a decision.

7.1 Steering Committee

The Steering Committee is to make key policy/project decisions including financial commitments. Initially, the Steering Committee is to meet each month (or more frequently if necessary) with membership to consist of the relevant senior decision-makers as follows:

- Department of Health (Chair)
- Department of Housing and Works
- Department of Environment and Conservation
- Executive Officer (Environmental Manager FSHHP)

7.2 Project Group

The Project Group will consider environmental and technical issues associated with the development and implementation of environmental management and conservation initiatives. Initially, the Project Group will meet every two (2) weeks (or more frequently if necessary) with its membership to include representatives with relevant technical expertise, as follows:

- Department of Environment and Conservation (Chair)
- Environmental Manager FSHHP
- Department of Housing and Works
- Department of Health
- Environmental Consultant (Strategen)

7.3 Community Advisory Group

The Community Advisory Group is to be the primary avenue of contact and consultation with community groups and individuals throughout the development of the Fiona Stanley Hospital Project. The Community Advisory Group will also be involved in providing guidance to the Steering Committee and the Project Group on the nature and degree of community participation in particular environmental initiatives and activities (eg on-site mitigation and conservation measures, rehabilitation of Beeliar Regional Park etc).

The membership of the Community Advisory Group is to be determined by the Steering Committee following further community consultation, including public meetings, advertisements in local newspapers etc. The Chair of the Community Advisory Group should be a person of suitable commitment and expertise (eg Phil Jennings). In order to provide the Community Advisory Group with the necessary technical information, the Chair of the Project Group is also to be a member of the Community Advisory Group.

The Chair is to be invited to attend Project Group meetings when required and would periodically report to the Steering Committee on community issues.

Initiatives within Beeliar Regional Park will also be referred to the Beeliar Regional Park Community Advisory Committee for advice and comment. DEC is the executive for this committee.

8 Reporting and Completion

The attached schedule (**MOU Schedule**) outlines the objectives, methodology, performance indicators, reporting schedule, timeframes and funding requirements for each of the Key Outcomes. Where necessary, some initiatives will have more detailed environmental management plan(s) or supporting documents that will direct their implementation.

The MOU Schedule will be updated regularly and progress reported at each meeting of the Steering Committee.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
HEALTH, THE DEPARTMENT OF HOUSING AND WORKS AND THE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

This Memorandum of Understanding establishes a collaborative framework and arrangements between the Department of Health, the Department of Housing and Works and the Department of Environment and Conservation to ensure the successful implementation of a program of environmental management and conservation initiatives associated with the development of the Fiona Stanley Hospital and Health Precinct at Murdoch in Western Australia.

The MOU is endorsed below by the Director General of the Department of Health, the Director General of the Department of Housing and Works and the Director General of the Department of Environment and Conservation.

Director General
Department of Health

Date:

Director General
Department of Housing and Works

Date:

Director General
Department of Environment and Conservation

Date:



Mr Alan Piper
Executive Director Procurement
Department of Health
Executive Office
16 Ogilvie Road
MOUNT PLEASANT WA 6153

Dear Mr Piper

FIONA STANLEY HOSPITAL AND HEALTH PRECINCT: DRAFT MOU

I refer to recent negotiations between the Department of Health (DoH) and the Department of Environment and Conservation (DEC) on the draft Memorandum of Understanding (MOU) dated January 2008 in relation to environmental management and conservation initiatives associated with the Fiona Stanley Hospital and Health Precinct (FSHHP).

Consistent with DEC's responsibilities for protecting and conserving the environment of Western Australia, the broad objectives of the MOU are supported as are the allocation of responsibilities and the specific initiatives which are to be achieved as a result of the development of the FSHHP.

The MOU will be able to be formally signed soon subject to finalising a number of minor administrative and technical details which should be reflected in it.

To this end your consultant Strategen is currently working with DEC officers to finalise the MOU Schedule (specified in Section 8 of the MOU) that will outline the objectives, methodology, reporting schedule and timeframes for each of the Key Outcomes required to be achieved under the MOU.

The regular review of the MOU Schedule by the Steering Committee, as identified under section 7.1 of the MOU, is essential to the successful implementation of the program of environmental and conservation initiatives associated with the development of the FSHHP.

Please contact me as soon as the MOU is in a form to be formally executed by the parties.

Yours sincerely

Keiran McNamara
DIRECTOR GENERAL

14 January 2008
PS:LETTERS/PIPER



Department of Health
Government of **Western Australia**

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OFFICE OF THE DIRECTOR GENERAL

Mr Keiran McNamara
Director General
Department of Environment and Conservation
The Atrium
168 St George's Terrace
PERTH WA 6000

Dear Keiran

FIONA STANLEY HOSPITAL AND HEALTH PRECINCT: DRAFT MOU

Thank you for your letter of 14 January 2008 confirming the agreement of the Department of Environment and Conservation (**DEC**) to the objectives, responsibilities and specific initiatives contained in the Draft Memorandum of Understanding dated January 2008 (**Draft MOU**) in relation to environmental management and conservation initiatives associated with the Fiona Stanley Hospital and Health Precinct (**FSHHP**).

As you are aware, while the construction of the facility is to be undertaken by the Department of Housing and Works (**DHW**) on behalf of the Department of Health (**DoH**), the DoH will have long term responsibility for the management of the FSHHP. As a consequence, the DoH is committed to ensuring that the planning, development and operation of the facility reflects the highest possible standards of environmental responsibility and management.

We consider that the environmental and conservation initiatives to be implemented in accordance with the Draft MOU are critical to achieving such a standard. It is also important that this work be undertaken in consultation with local and wider community interests and with the participation of the community wherever possible. The DoH therefore confirms its commitment to the initiatives, funding levels and processes set out in the Draft MOU.

Finally, we greatly appreciate the ready assistance and advice provided by your technical officers and executives in the development of the Draft MOU. Once the remaining technical and administrative details required for the document are finalised (including the details in the MOU Schedule), we will contact you in regard arrangements for the formal execution of the MOU.

Yours sincerely



Dr Neale Fong
DIRECTOR GENERAL

14 January 2008

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