



SHIRE OF SERPENTINE JARRAHDAL VOLUNTEER EMERGENCY SERVICES BUILDING (MUNDIJONG)

**FACILITY MANAGEMENT ARRANGEMENTS
MEMORANDUM OF UNDERSTANDING**

24 OCTOBER 2019 TO 30 JUNE 2022



**Shire of
Serpentine
Jarrahdale**

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Revision record:

Detail:	Date	By	Due date
Interim draft	12 May 2017	ESD	May 2017
Second draft	22 July 2019	A/Mgr Rangers & Emergency Services	18 September 2019
Final Draft	15 October 2019	A/Mgr Emergency Services & Community Safety	18 October 2019
Adoption	22/10/2019	Signatories	In effect – 24/10/2019

Definition:

MVBFB	Mundijong Volunteer Bush Fire Brigade
SSJ	Shire of Serpentine Jarrahdale
ESD	Shire of Serpentine Jarrahdale Emergency Services Department
SSJVESB	Shire of Serpentine Jarrahdale Volunteer Emergency Services Building
DFES	Department of Fire and Emergency Services
CBFCO	Chief Bush Fire Control Officer
FMT	Facility Management Team
ICT	Information Communication Technology
SJSES	Shire of Serpentine Jarrahdale State Emergency Services
SJESG	Serpentine Jarrahdale Emergency Support Group
VFR	Vehicle Fault Report

1. ESTABLISHMENT AND PRE-AMBLE

Purpose

This Memorandum of Understanding (MOU) sets out the terms, arrangements and responsibilities of relevant parties in the safe and effective co-location management of the Shire of Serpentine Jarrahdale Volunteer Emergency Services Building at Lot 223 Cockram Street, Mundijong.

Commencement

This Memorandum of Understanding (MOU) will commence on 24 October 2019. The MOU shall be reviewed every third year by the Shire of Serpentine Jarrahdale, in consultation with the Facilities Management Team (FMT).

The MOU will continue to be in effect unless terminated by mutual written agreement.

Not legally binding

This Agreement is a statement of the intentions of the parties at the date here of in relation to the issues within it. It is not intended that this Agreement create any contractual relationship or that it is to be legally binding on the parties.

Confidentiality and Disclosure

- a) Each party undertakes and agrees to, not make any public announcement or statement or publish or release any information in relation to this Agreement or proposed collaboration, without prior communication to the other party.
- b) Each party undertakes and agrees, to keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential.

Dispute resolution

- a) In the event of a dispute between the parties concerning this Agreement, the affected party may give the other party a written notice setting out the material particulars of the dispute. The Emergency Services Manager will resolve the dispute or refer the matter to the Shire's Chief Executive Officer for resolution.
- b) The Facility Management Team, in good faith and using their best endeavours at all times, shall attempt to resolve the dispute.

Variation

This Agreement may be varied only in writing between the Parties.

Statutory obligations

Notwithstanding anything contained within this Agreement, the parties ACKNOWLEDGE that the Shire is a local government established by the *Local Government Act 1995* (WA), and in

that capacity, the Shire will be obliged to comply with statutory obligations imposed by law and the Shire will not be taken to be in default under this Agreement by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Agreement fetter each party in performing its statutory obligations or exercising any discretion under any law.

Parties to Agreement

Shire of Serpentine Jarrahdale (Asset owner)
Serpentine Jarrahdale Chief Bush Fire Control Officer
Serpentine Jarrahdale State Emergency Services
Mundijong Volunteer Bush Fire Brigade
Serpentine Jarrahdale Emergency Support Group

2. FACILITY MANAGEMENT TEAM (FMT) - TERMS OF REFERENCE

Aim

The Facility Management Team provides a common platform specifically intended for users of the SSJVESB to distribute or seek advice from each other to encourage efficient co-location arrangements within the shared facility. The FMT exists to ensure the facility operates in a true shared way, for mutual benefit of the users and broader community.

Objective

Key objectives of the FMT include, but are not specifically limited to:

- Discussing, reviewing and making recommendations to improve the functionality, serviceability and operational needs of the facility and its associated fixtures;
- Identifying and resolving any disputes that may result from the co-located arrangement;
- Annually coordinate training calendars activities for both BFB and SES, including meetings and other operational activities as they are identified or are being considered for the facility. This will ensure shared use can occur per the training calendar; and
- Discuss, review and provide feedback on general business relating to the site's management.

Team Composition

➤ Chairperson

The Chairperson of the FMT is the Shire of Serpentine Jarrahdale Manager Emergency Services and Community Safety, who is the responsible custodian of the facility and all equipment within, on behalf of the Shire of Serpentine Jarrahdale. In the absence of the Manager Emergency Services and Community Safety, a proxy to chair the meeting may be appointed by the Chairperson. The Chairperson may exercise the deciding vote as required.

➤ Secretary

The Secretary of the FMT is the Shire of Serpentine Jarrahdale Emergency Services Technical Support Officer. The Secretary is responsible for the preparation and distribution of the agenda, minutes and action sheets as a result of team meetings. In the absence of the Emergency Services Support Officer, a proxy to take minutes of the meeting may be appointed by the Chairperson.

The secretary is also required to maintain the Shire's shared facilities booking calendar. The calendar is to be populated at the start of each financial year and is to be made available to all members of the tenanted groups. The calendar will be a standing item for review at each meeting, and where training / events are listed, all parties accept the facility being shared to facilitate the training / event. The shared facility booking calendar is an important component to ensuring a clear understanding of how the facility is programmed for use.

➤ **SJSES Delegates (2 delegates)**

Two (2) SJSES delegates will form part of the FMT. These delegates shall be SJSES members and are responsible for representing the SJSES at FMT meetings, including voting on motions and participating in discussions.

One (1) proxy delegate shall also be appointed by the SJSES, to attend FMT meetings in the absence of a delegate.

➤ **MVBFB Delegates (2 delegates)**

Two (2) MVBFB delegates will form part of the FMT. These delegates shall be the Captain of the Mundijong VBFB, and a MVBFB member appointed by the Brigade, and are responsible for representing the MVBFB at FMT meetings, including voting on motions and participating in discussions.

One (1) proxy delegate shall also be appointed by the MVBFB Captain, to attend FMT meetings in the absence of a delegate.

➤ **SJESG Delegate (2 delegates)**

Two (2) SJESG delegates will form part of the FMT. The ESG delegates shall be ESG members and are responsible for representing the ESG at FMT meetings, including voting on motions and participating in discussions.

One (1) proxy delegate shall also be appointed by the ESG, to attend FMT meetings in the absence of a delegate.

➤ **CBFCO Delegate (1 non voting delegate)**

The CBFCO delegate will form part of the FMT. This delegate shall represent matters pertaining to Fire Fighting Response and Operations within the Shire of Serpentine Jarrahdale, including participating in discussions, but is not a voting delegate. The CBFCO will represent the VBFB's not included on the FMT.

One (1) proxy delegate shall also be appointed by the CBFCO meetings in the absence of a delegate.

Terms of Team Members

Each team member has a term of 12 months (1 year) and is considered to run from 1 July of each year. (Chairperson and Secretary exempt.)

Consecutive terms are permitted. Where a vacancy occurs within the 12-month term, the Unit Manager / Brigade Captain of the departing member can appoint a replacement for the remainder of the term.

Where no suitable voluntary replacement is available, then the affiliated Brigade Captain / Unit Manager may appoint a replacement.

Voting and Dispute Resolution

Each FMT member or their nominated proxy is entitled to cast a vote. Where a tied vote occurs, or should a dispute arise that cannot be resolved, or where the matter continues to result in a tied vote, then the matter will be subject to the discretionary vote of the Chair. The Chair may consult with other parties as the situation dictates, with the decision made by the Chair being final.

Meetings

The team will meet four (4) times per year or as mutually agreed by the tenants. All meetings are to be held at the SSJVESB.

Quorum

For a quorum to exist a minimum of one representative from each tenant group plus the Chairperson must be present.

Attendance

FMT members shall attend all meetings, in accordance with the meeting schedule. FMT members who are unable to attend a meeting shall provide their apologies in writing to the Secretary. The appointed proxy shall attend the meeting in their absence.

Minutes

Minutes are to be kept of all meetings; all discussions and resolutions are to be recorded in the minutes with all action items included for distribution. FMT representatives are responsible for presenting relevant items from their respective brigade or unit and are responsible for presenting relevant items from the minutes to their general brigade/ unit meetings as required.

Previous meeting minutes are to be distributed with the agenda and then endorsed at the following meeting.

As a minimum, the agenda of the FMT will include the following matters:

1. Welcome and apologies
2. Endorsement of previous minutes
3. Actions arising from previous minutes
4. New business
5. Review of shared facility booking calendar

Observers

Other persons may attend any meeting of the FMT as observers, to remain abreast of issues. Observers may participate in any of the team's discussions, if invited by the Chairperson, but have no voting rights.

Urgent Business

Matters requiring urgent attention may be dealt with through electronic or other means to expedite an outcome. Such matters are to be included on the agenda of the next meeting for endorsement.

3. EXPECTATIONS OF USERS OF THE SHARED FACILITY

It is the responsibility of the respective brigade Captain/ Unit Manager to ensure that the following occurs;

A. Conduct:

- I. All members of the Mundijong Volunteer Bush Fire Brigade, Volunteer Emergency Services Group, and the Shire of Serpentine Jarrahdale State Emergency Services, irrespective of their rank, are responsible to maintain the building in a clean and tidy state after their use. This is the foundation to a successful and respectful sharing of the facility.

Where multiple members are present using their own respective or the common areas, it is expected that everyone will assist to return the areas to a clean and tidy state immediately afterwards.

Common areas of the SSJVESB will include:

- ✓ The vehicle/plant and equipment storage building;
- ✓ Training rooms;
- ✓ Toilets and other wet areas;
- ✓ The kitchens (subject to approval of the Captain of the Mundijong VBFB, the Manager of the SJSES and the Shire of Serpentine Jarrahdale, or as required for Operational purposes)
- ✓ Vehicle front apron and parking area; and
- ✓ The enclosed rear yard and parking area

Places not considered as common areas will include:

- ✓ Communications Operations Rooms;
- ✓ Equipment storerooms or storage areas;
- ✓ Other areas determined by the agreement of the FMT;
- ✓ Offices and ICT Resources occupied and used by individual tenants.

Where the use is as a result of an operational incident, then the SSJVESB will be cleaned by the users, any out of pocket expenses or associated costs being recoverable from the responsible Controlling Agency. For all other uses, the coordinator of the use (i.e person responsible for the booking) shall ensure the facility is left in an appropriate (clean and tidy) condition upon departure.

- II. All gardens and building exterior areas such as the car park/apron/yard are considered common areas and will be maintained by the users of the facility through an agreed schedule of joint working busy bees, established by the FMT.
- III. Any building faults or maintenance issues are to be reported via the fault reporting system, with measures put in place to reduce the risk of injury or damage to the building where possible until repairs can be completed.
- IV. Any member who acts in breach of agreed conduct will be referred to the FMT for consideration. Further measures may be considered by the Chief Executive Officer of the Shire of Serpentine Jarrahdale.

- V. The FMT require existing respective Facilities and Resources to be exhausted prior to booking additional (shared) Facilities and Resources.

B. Consumables:

- I. Building consumables for BFB, SES and ESG including sundry items are to be maintained to suitable standards and reported to the correct unit/brigade officer when items become low or depleted.

C. Acceptable Use:

- I. Emergency incident operations, regardless of the prearranged activities or calendar booking will take priority for building use at all times.
- II. Events scheduled in the facilities booking calendar maintained by the secretary of FMT will take precedence over other ad-hoc events.
- III. Any request for a function/training or exercise for operational, administration or training value to one or other of the users within the building has priority over any other application for its use.
- IV. Any request for use of SSJVESB by DFES, WA Police, Shire of Serpentine Jarrahdale or the Department of Biodiversity, Conservation and Assets (DBCA) will be made to the FMT. Urgent requests may be made to the Shire's ESD Team, or the CEO. Scheduled bookings will confirmed in writing by the secretary and booked into the shared facility calendar.
- V. Brigade/Unit Memorabilia on display are to be consistent with operational or administrative aspects of the tenants. All items on public display are at no time to be considered offensive or derogatory. Common wall space is to be evenly shared by the tenants, with the training rooms to remain clear of all items except white boards, tables, chairs, multimedia, projector/TV display units.
- VI. All accesses, egresses and operational equipment shall remain unobstructed.
- VII. In accordance with SOP's, all vehicles and plant are to remain in a state of readiness for activation, this includes being fully charged, fuelled, unlocked with the keys in readiness, equipped appropriate to its role and function and parked so as not to be obstructed from exiting the facility.
- VIII. All ICT equipment and systems are to be used in accordance with the Shire of Serpentine Jarrahdale acceptable ICT use policy.
- IX. The issue of theft or unauthorised use of equipment and resources will be managed by the Shire in accordance with Shire Business Operating Procedures.

D. Security:

- I. Official access to the building is via security keypad pin number and alarm code. All persons accessing the facility (with the exception of SJ SES, who maintain an electronic sign in) will be required to sign in and out on attendance sheets provided by the ESD and agree to the conditions applied to their access by the Shire of Serpentine Jarrahdale.
- II. The Shire of Serpentine Jarrahdale will for insurance purposes maintain a register of all members accessing the facility. Brigade and Unit members are required to provide their full name, and position details for that register. Brigade/Unit Captain/Manager are to ensure that any changes to those accessing the facility are reported as soon as possible to the ESD so that the pin can be deactivated to prevent unauthorised access.

- III. Access codes to the SSJVESB will be managed and issued at the discretion of the Shire of Serpentine Jarrahdale ESD Team.

SIGNING PAGE

The Serpentine Jarrahdale State Emergency Services agrees to act in accordance with the terms and conditions contained in this memorandum of understanding.



OFFICE HOLDER SIGN

Office Held: Manager of the Serpentine Jarrahdale State Emergency Services

Full Name: MARTIN SEWARD

Date: 22 October 2019

The Mundijong Volunteer Bush Fire Brigade agrees to act in accordance with the terms and conditions contained in this memorandum of understanding.



OFFICE HOLDER SIGN

Office Held: Captain of the Mundijong Volunteer Bush Fire Brigade

Full Name: Jason White

Date: 22 October 2019

The Serpentine Jarrahdale Emergency Support Group agrees to act in accordance with the terms and conditions contained in this memorandum of understanding.



OFFICE HOLDER SIGN

Office Held: Manager of the Serpentine Jarrahdale Volunteer Emergency Support Group

Full Name: DAVID RICHTER

Date: 22 October 2019

The Serpentine Jarrahdale Chief Bush Fire Control Officer, on behalf of Volunteer Bush Fire Brigades, agrees to act in accordance with the terms and conditions contained in this memorandum of understanding.



Chief Bush Fire Control Officer
Date: 22/10/2019

The Shire of Serpentine Jarrahdale agrees to act in accordance with the terms and conditions contained in this memorandum of understanding.

SHIRE PRESIDENT

Date: / /2019

CHIEF EXECUTIVE OFFICER

Date: / /2019

APPENDIX A: CONDITIONS - USE OF ENTRY PIN CODES

ROLES & OBJECTIVES:

To clarify the reporting and registration of the allocation of pin codes or fraudulent use of access for the above facility.

THE REGISTRATION, ALLOCATION OF PIN CODES

The Shire of Serpentine Jarrahdale maintains an up to date pin code register for the premises, which may be subject to audit at any time.

USER'S RESPONSIBILITY:

- Pin users are to;
 - Report any unauthorised or suspected fraudulent use of pin codes to the Shire of Serpentine Jarrahdale ESD as soon as practicable.
 - At all times, take all reasonable steps to ensure the safekeeping of access pin codes in their possession.
 - Ensure that their pin code is not used in any manner considered inappropriate.
 - Promptly return all keys and other access devices as commissioned by the Shire of Serpentine Jarrahdale upon receipt of request from the brigade captain/ unit manager, ESD or the Shire of Serpentine Jarrahdale.

UNIT MANAGER/CAPTAIN RESPONSIBILITY

- Officers are responsible to;
 - Report any member joining or resigning as soon as possible notifying the Shire of Serpentine Jarrahdale ESD in writing.
 - If keys have not been returned after a request has been issued then the Brigade Captain and/or SES Manager is to report this to the ESD so that additional action can be taken.
 - Ensure that all records of pin codes are made available if necessary for audit as required at the time and place as agreed with the ESD.

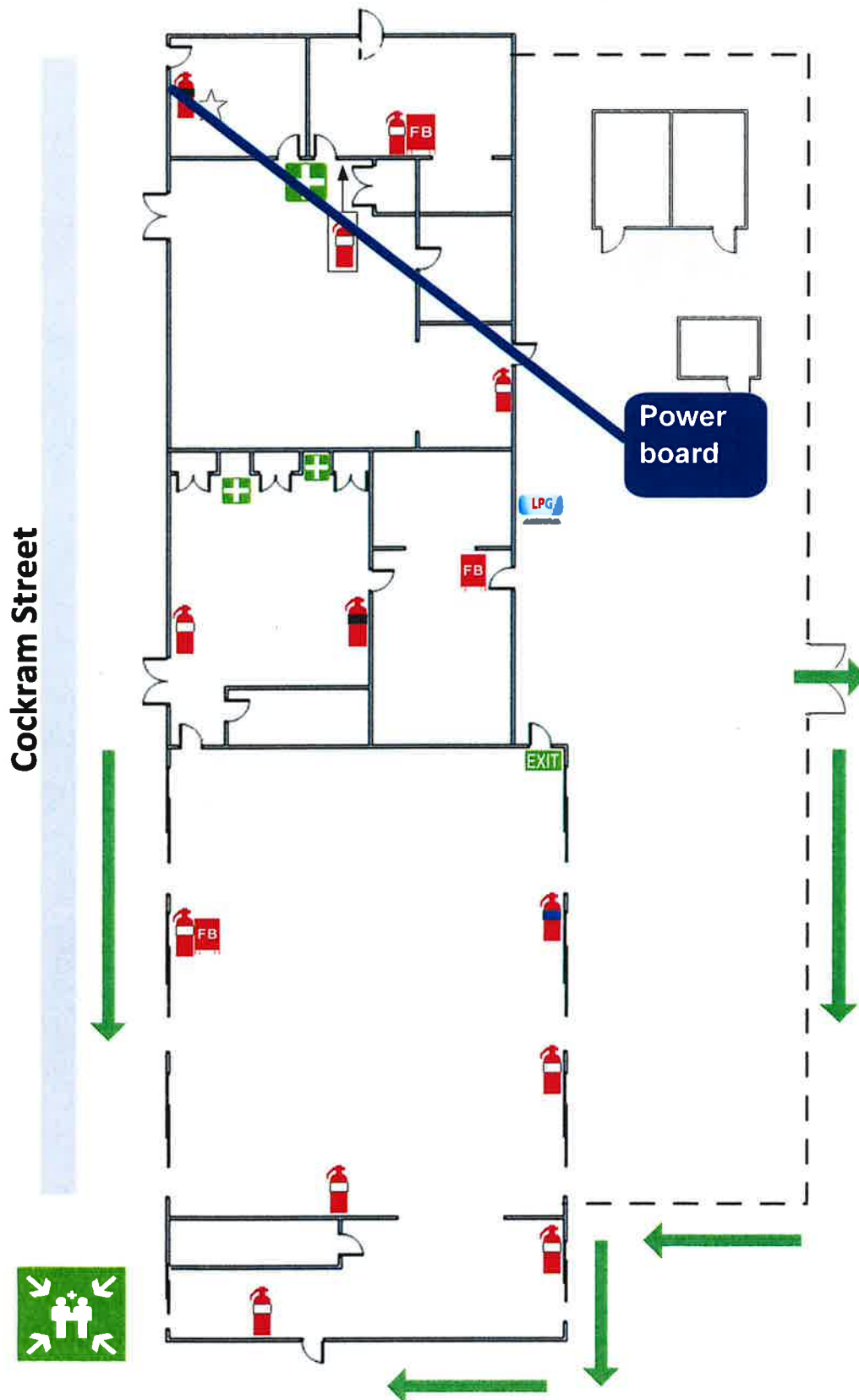
GENERAL INFO:

- Pin codes are not transferrable between members.
- You are to discuss issues concerning the use or allocations of pin codes with your Captain /Unit Manager in the first instance.



Annex B: Building and Evacuation Plan:

Mundijong Volunteer Emergency Services Centre 3 Cockram Street Mundijong



EMERGENCY INFORMATION



In case of emergency contact:

- **Police, Fire or Ambulance (life threatening)** 000
- **Police (non-urgent)** 131 444
- **SES** 132 500

For Evacuation:

- Evacuate the building via the nearest safe exit
- Proceed to the assembly area, or as directed by your Warden or Emergency Services
- Remain at the assembly area until directed by your Warden or Emergency Services

Do not re-enter the building until instructed by your Warden or Emergency Services.

Legend



- Powder extinguisher
- CO2 extinguisher
- Fire Blanket
- First aid kit
- Emergency Exit
- LPG Tank
- Assembly Area
- Power Board

Warrackbeery Town Council

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1000 Warrackbeery Road
Warrackbeery, Victoria 3024
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Email: info@warrackbeery.vic.gov.au

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