



MEMORANDUM OF UNDERSTANDING

between the

**DEPARTMENT OF FIRE AND EMERGENCY
SERVICES**

AND

THE SHIRE OF SERPENTINE JARRAHDAL

FOR

**THE PROVISION OF A COMMUNITY EMERGENCY
SERVICES MANAGER**

1. PURPOSE

- 1.1 This Memorandum of Understanding (**MOU**) is intended to identify and document the respective roles and responsibilities of the Shire of Serpentine Jarrahdale and the Department of Fire and Emergency Services (**DFES**) as considered necessary to manage the position of a Community Emergency Services Manager (**CESM**) for the Shire of Serpentine Jarrahdale.
- 1.2 This MOU outlines the responsibilities and undertakings of the Shire of Serpentine Jarrahdale and DFES (the Parties) to this arrangement, for the delivery of fire and emergency services to the Shire of Serpentine Jarrahdale in accordance with DFES' best practices.
- 1.3 This MOU does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of either party.

2. DEFINITIONS

Emergency Services: means the provision of Prevention, Preparedness, Response and Recovery functions in order to provide a comprehensive approach to emergency services within the Shire of Serpentine Jarrahdale.

Shire: means the Shire of Serpentine Jarrahdale

3. MOU OBJECTIVES

- 3.1 To establish and agree upon specific responsibilities with respect to the delivery of emergency services within the Shire, in particular to:
 - deliver coordinated prevention programs to reduce the incidence of emergencies and improve the level of safety in the community
 - operate to a consistent set of protocols and equipment standards
 - provide efficient systems of communication between organisations at all levels to improve service delivery outcomes
 - promote and support volunteer organisational arrangements that combine the spirit of volunteerism to attract and retain members
 - provide and / or coordinate the level of training to personnel, to ensure the competencies are appropriate to the risk level of emergencies to which volunteers will be required to respond
 - work as part of the Emergency Services Team within the Emergency Services and Community Safety Business Unit of the Shire
 - develop a partnership that will see a best practice approach to emergency service delivery implemented between the Shire and DFES

- enhance community ownership of fire prevention and preparedness programs and activities
- create and maintain a pool of qualified level 1 incident controllers among volunteers across the bushfire brigades of the Shire.

4. ACKNOWLEDGMENTS AND UNDERTAKINGS BY DFES

DFES will deliver the following services:

- **Prevention:** The development and supply of community safety programs and services, to the Shire's staff and emergency service volunteers as required and mutually agreed. Programs and services include (but are not limited to) Bush Fire Ready, Home Fire Safety, Storm and cyclone season awareness, Fire Ready Schools and Fire Inside Out.
- **Preparedness:** In addition to the programs described for prevention, the training of volunteers will be managed, in partnership with the volunteer training network, cognisant of the increased risks faced by the emergency services and resourcing profile required. Access to specific courses that align with increased roles will be provided.
- **Response:** DFES will assist with the day to day incidents via the Communications Centre and DFES Region. Management, coordination, support and leadership will be provided by DFES at fire incidents, when requested by the Shire and agreed to by DFES. Importantly, as Chief Bushfire Control Officer, mentor the Shire Brigade Officers to build their skills, confidence and capabilities in responding and controlling bushfires.
- **Recovery:** DFES will provide strategic assistance and advice to the Shire concerning the development and implementation of recovery management plans and recovery management.
- **Management and Administration:** As part of the Shire's Emergency Services Team, The CESM will provide day to day and strategic management services, including vehicle and equipment standards, guidance on Local Governments Grant Scheme (LGGS) budgeting, standards of operation, rosters, brigade training maintenance, community liaison and administrative returns such as incident reports and activity statements.

DFES will provide strategic advice and access to programs and/or services in order to support services delivered by the Shire.

5. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRE

5.1 The Shire will deliver the following services:

- **Prevention:** The Shire will administer and enforce the appropriate fire prevention provisions of the *Bush Fires Act 1954*. The Shire will also promote and participate in appropriate community safety programs in consultation with DFES.

- **Preparedness:** In addition to the applicable community safety programs identified against prevention, the Shire will; through their staff and infrastructure support the emergency services preparedness programs developed and implemented by DFES.
 - **Response:** The Shire will respond to day to day incidents through the turnout of their Bush Fire Brigades. Shire support will be extended to DFES controlled incidents when requested by the Incident Controller.
 - **Recovery:** The Shire will undertake recovery actions in accordance with its role as documented in the *Emergency Management Act 2005* and Local Emergency Management Arrangements
 - **Management and Administration:** The Shire will provide leadership and support to the development and management of their community emergency risk management arrangements. The FES Commissioner will appoint the CESM position as the Chief Bushfire Control Officer in accordance with section 38A of the *Bush Fires Act 1954*.
- 5.2 The Shire will develop its emergency services operating and capital budget in collaboration with DFES, to ensure sufficient funds are requested through the LGGS funding process to maintain emergency services buildings, undertake new buildings, maintain appliances, apply for new appliances and associated operational infrastructure. The Shire will make provision within their annual budget of those agreed funds to match the DFES provided funds associated with the position of the CESM.
- 5.3 The Shire will maintain their existing emergency services buildings, appliances and operational infrastructure as agreed by the Shire, in line with the LGGS funding provided for in accordance with clause 5.2 and provide access to DFES through normal mobilising arrangements.
- 5.4 The Shire will amend, at a mutually agreed time, any applicable local laws to reflect the arrangements set out in this MOU.

6. CONDITIONS OF EMPLOYMENT

- 6.1 The CESM will be employed by DFES under the Western Australian Fire Service Enterprise Bargaining Agreement (FS EBA), at classification of Station Officer 2. Special allowances will be paid according to this MOU.
- 6.2 The hours of duty will be as per FS EBA section 14(4) and Schedule 6 for non-rostered shift work staff, being 320 hours over an eight week cycle (320/8).
- 6.3 The CESM will operate under the supervision of the DFES District Officer South East and the Shire's Director Development Services

Any disputes or inconsistencies between the two parties will need to be settled as per the dispute resolution procedure contained in this document, and will be settled as quickly as practicable.

- 6.4 The CESM uniform will be blue, with DFES shoulder patches and the appropriate epaulettes representative of a local government CESM.
- 6.5 Overtime for attendance at DFES controlled operational incidents, on-call allowance and any other authorised DFES matters will be approved by the DFES Regional Office and paid by DFES. Overtime for authorised attendance at Shire controlled operational incidents and any other authorised Shire matters will be approved by the appointed Shire Officer and paid by the Shire. All overtime will be paid in accordance with WA Fire Service EBA conditions.
- 6.6 The CESM will be provided with Availability Allowance for meeting conditions of being available for recall when off duty. Availability Allowance will be fully funded by DFES being 4 hours full pay per week at rate of Station Officer L2.
- 6.7 A CESM who is authorised by the DFES Regional Office to meet the conditions required of being "on call" during periods off duty, will be paid an allowance equivalent to 9 hours full pay per week at his/her classification. On call allowance for DFES authorised requirements will be fully funded by DFES.
- 6.8 Any performance based issue or grievance will be addressed by the use of the appropriate DFES internal policies. It is desirable for a joint DFES/Shire annual performance review. CESM personal training and development programs will be consistent with DFES Pathway for CESM's.
- 6.9 The vehicle used by the CESM will be by agreement between the Shire and DFES, within specifications of attachment 2. The CESM will have commuting access, home garaging and private use within the DFES Region whilst available. The CESM will not have use of the vehicle during periods of leave. Vehicle configurations above standard specifications will be funded by the Shire.
- 6.10 The CESM will be required to perform operational duties as required, including provision of support to the DFES Regional Office and State Duty Roster. The CESM position will be appointed as the Chief Bushfire Control Officer for the Shire.

7. FINANCIAL PROVISIONS

- 7.1 DFES (50%) and the Shire (50%) will be responsible for sharing of costs associated with the CESM position except where indicated otherwise in the appended document 'Indicative CESM Cost Sharing Arrangement between DFES and the Local Government'.

8. HUMAN RESOURCE ARRANGEMENTS

- 8.1 The selection process for the position of the CESM will be managed by DFES, with the support of the Shire.

- 8.2 The CESM will be required to work to an agreed business plan which will be developed by DFES and the Shire and reviewed annually. Refer to appended document 'Business Plan'.
- 8.3 DFES will provide office facilities for the CESM at the South East Regional Office in Armadale. Both parties mutually agree to establish the office accommodation calendar for the CESM in a manner that is reasonable in supporting the Shire and DFES to achieve the objects of the MOU and key performance outcomes set through the Business Plan.
- 8.4 The CESM will be released through discussion with the Shire to act in DFES operational positions when successful through expression of interest opportunities, or as required to provide development opportunities for the CESM. Release duration not to exceed 6 weeks per annum. During any release period greater than two weeks, DFES will ensure the Shire is provided with a replacement CESM, who will also be the Chief Bushfire Control Officer.

9. REPORTING

- 9.1 The CESM will provide a written report to the DFES District Officer and the Shire's Director Development Services twice per annum with outcomes on performance indicators from the agreed business plan. Refer to appended document 'Business Plan'.

10. DURATION AND AMENDMENTS

- 10.1 This MOU will take effect from the date of the last signature on page 8 and will remain in force for a period of three years with an option to extend for a further three years by agreement of all parties.
- 10.2 This MOU shall not be altered, varied or modified in any respect except by agreement in writing between the parties.

11. DISPUTE RESOLUTION

- 11.1 The parties must first attempt to resolve any dispute arising between them in relation to any matter the subject of this MOU, by way of conference and negotiation. The parties must confer and negotiate within 7 days of receiving a notice from the other party setting out the nature of the dispute.
- 11.2 If the issue cannot be resolved by negotiation then the matter of dispute is to be conferred, deliberated and resolved by the FES Commissioner or a nominated delegate and the Shire CEO or their nominated delegate.

12. TERMINATION

- 12.1 This MOU may be terminated by:
- a. mutual agreement of all parties in writing at any time; or
 - b. either party by giving three months' notice in writing to the other party at any time.

13. NOTICES

Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

FES Commissioner
Department of Fire and Emergency Services
Emergency Services Complex
20 Stockton Bend
Cockburn Central WA 6164
(Postal)
PO Box P1174
PERTH Western Australia 6844
Email: DFES@dfes.wa.gov.au

Chief Executive Officer
Shire of Serpentine Jarrahdale
6 Paterson Street
MUNDIJONG Western Australia 6123

14. ASCENDANCY OF LEGISLATION

The parties recognise that the relevant legislation of or applicable in Western Australia (including subsidiary legislation) prevails over this MOU to the extent of any inconsistency.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made

BETWEEN THE

Department of Fire and Emergency Services
20 Stockton Bend
COCKBURN CENTRAL WA 6164

AND THE

Shire of Serpentine Jarrahdale
6 Paterson Street
MUNDIJONG WA 6123

and will take effect from the date of the last signature.

SIGNED for and on behalf of the Department of Fire and Emergency Services by:

DARREN KLEMM
COMMISSIONER

Signature

Date

SIGNED for and on behalf of the Shire of Serpentine Jarrahdale by:

PAUL MARTIN
CHIEF EXECUTIVE OFFICER

Signature

Date

Attachment 1**INDICATIVE CESM COST SHARING BETWEEN DFES AND THE LOCAL GOVERNMENT. As at DD/MM/YY (example only)
50/50 sharing arrangement (or as indicated in table below)**

ITEM	COSTS	DFES	CITY	RECOUP	FREQUENCY	COMMENTS
SALARY						
Salary	105,558	52,779	52,779	The Shire to pay on invoice from DFES	Quarterly	SO Level 2
On Costs (30%) Workers Compensation Superannuation Annual Leave/LSL		15,833	15,833	The Shire to pay on invoice from DFES	31,667 Quarterly	
Availability Allowance	10,053	10,053	0		Quarterly	Avail Allowance as per SO Level 2
Sanctioned Overtime	As authorised			DFES to pay for DFES authorised overtime	As required	As per clause 8. Conditions of employment
ITC COST						
Laptop Computer, accessories & data card	3,000	3,000	0	DFES to provide		DFES to provide
Mobile phone & usage	1,200	600	600	The Shire to pay on invoice from DFES	Quarterly	DFES to provide
VEHICLE COSTS						
Lease/fuel/servicing	11,398	0	11,398	DFES to pay on invoice from the City	Quarterly	Shire to provide vehicle
OFFICE EQUIPMENT	0	0	0	N/A	N/A	DFES to provide
UNIFORMS/PPE						
Purchase/Maintenance	500	500	0	DFES to provide – order through DFES Region	Quarterly	DFES to provide
TRAINING						
Courses/Attendance	1,200	600	600	The Shire to pay on invoice from DFES as required.	Quarterly	All parties to share costs
ADMINISTRATION						
All administration overheads, HR etc.				Shire and DFES to provide in kind		
Total						

CESM Vehicle Specifications

- 4 x 4 Dual Cab or Wagon
- Rear canopy or POD (lockable if Dual Cab)
- Air Conditioning
- Window tinting
- Roobar
- Spotlights
- Towbar
- WAERN Radio
- Mobile phone car kit with high gain antennae
- Emergency beacons to DFES standards
- Emergency striping to DFES standards
- DFES and Local Government logos

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