



EMERGENCY MANAGEMENT

MEMORANDUM OF UNDERSTANDING

2018 - 2021

ACRONYMS

CEO	Chief Executive Officer
HMA	Hazard Management Agency As detailed in Part 3, Emergency Management Regulations 2006
LEC	Local Emergency Coordinator
LEMP/LEMA	Local Emergency Management Plans or Arrangements
LG	Local Government
LRC	Local Recovery Coordinator
MRC	Mandurah Recovery Committee
RC	Recovery Coordinator
DRFA - WA	Disasters Recovery Funding Arrangements Western Australia

Local Government MoU

This Memorandum of Understanding is made on the 10th day of December 2018.

Parties to the Agreement

<p>City of Mandurah, Peel Street, Mandurah City of Rockingham, Civic Boulevard, Rockingham Shire of Murray, Pinjarra Road, Pinjarra Shire of Waroona, Hesse Street Waroona Shire of Serpentine Jarrahdale, Paterson Street Mundijong</p>	}	<p>Hereinafter called the 'partnering LGs' 'parties' or 'partners'</p>
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Aim

This Memorandum of Understanding (MOU) formalizes cooperative arrangements between the local governments named, promoting sharing of resources during emergencies and during post-incident recovery which affects one or more of the partnering local governments.

Purpose

The guiding principle of this MOU is that any support given to a LG in a particular emergency event shall be voluntary and of a level that will not unduly compromise the operability of the LG providing the support.

To facilitate the provision of mutual aid between partnering LGs during emergencies and post incident recovery.

To enhance the capacity of our communities to cope in times of difficulty.

To demonstrate the capacity and willingness of participating LGs to work co-operatively and share resources within the region.

Partnering Objectives

Partners to this MOU, in times of community distress due to an emergency incident, agree where possible to:

1. Provide whatever resources may reasonably be available within the capacity of that LG to respond to the emergency incident if requested;
2. Provide at its absolute discretion, whatever resources may be available within the means of that LG to assist with post incident recovery in the community.

Allocation of Resources

1. This MOU acknowledges that the allocation of a partnering LG's personnel and plant resources is an operational issue, and as such is the responsibility of the CEO of the LG seeking to offer aid.
2. This MOU seeks to demonstrate that the CEO's commitment to supporting other LGs in need is supported by the Elected Members of each participating Council.

Responsibilities

The partners to this MOU recognise their responsibilities to have adequate arrangements in place in order to be in a position to respond to non-natural and natural disasters.

This MOU recognises that each LG will have its own local emergency management plans or arrangements in place in accordance with the *Emergency Management Act 2005*.

The intention of this MOU is to improve the efficiency of joint response to a disaster, share experiences, enhance cooperation between LGs and improve regional resilience.

The parties acknowledge that the provisions of this document are not intended to create binding legal obligations between them.

The parties acknowledge that:

1. nothing in this document authorises a party to incur costs or expenses on behalf of the other party; and
2. a party has no authority to act for, or to create or assume any responsibility obligation or liability on behalf of, the other party.

Partnering Expectations

1. To provide where possible both physical and human resources to assist with the immediate response and recovery. Ongoing protracted assistance may be needed, this may be subject to further negotiation and agreement in writing between the partners concerned.
2. Where possible, and if appropriate, the affected LG must utilise internal resources and local contractors before requesting assistance from another LG. This will ensure LGs are not seen to be competing with local businesses or offers of assistance.
3. All requests for support will be made through the Incident Controller (IC) of the designated Hazard Management Agency (HMA) for the incident, in consultation with the designated Local Recovery Coordinator (LRC) and the Local Emergency Coordinator (LEC).
4. All requests for support in recovery, will be activated between one LG and another, this is likely to occur via emergency management personnel, seeking approval of the relevant CEOs.

5. All equipment provided must be covered by the partners own insurance, each LG is responsible for ensuring insurance policies allow for the provision of mutual aid.
6. Each individual Council will be responsible for continued salary and any workers compensation insurance for their own staff regardless of where they are operating during the disaster event and recovery.
7. Each LG will be responsible for any loss, damage or cost associated with the provision of support unless otherwise agreed in writing.
8. The LG requesting support will be responsible for all incidental costs associated with the provider's personnel and equipment such as catering, accommodation, OHS issues, transport fuel and storage.

Cost Recovery

The Disaster Recovery Funding Arrangements WA (DRFA) and guidelines provide for the reimbursement of eligible expenditure incurred by LGs following a disaster event. Each LG is responsible for maintaining an accurate record of its expenditure during an event.

In the event the emergency is declared a Disaster, State and Commonwealth funding assistance will be sought in compliance with relevant State and Commonwealth Policies.

The affected LG area will claim eligible costs accordingly under the DRFA guidelines.

In the event a LG's resources and/or equipment are required to assist another LG, these costs would not be claimable via DRFA. Therefore, any intended claim for reimbursement is a matter between partnering LGs.

Duration and Amendment

The MOU will come into effect at the date which two or more parties have signed the agreement.

This MOU can be reviewed at any time but cannot be amended except with the written consent of all partners.

Additional local government partners may be added to the MOU upon request.

Term

Unless mutually extended, terminated or parties withdraw, this MOU will expire on the 10 December 2021.

Withdrawal

Any partner may withdraw from this MOU by giving 90 days written notice to the partnering LGs.

Notices

Communications in relation to this MOU should be addressed to:

Coordinator Emergency Management
council@mandurah.wa.gov.au

or via post to:

City of Mandurah
PO Box 210
Mandurah WA 6210

This Memorandum of Understanding is made between:

Additional Parties

SHIRE OF SERPENTINE JARRAHDALE
Chief Executive Officer
Paul Martin

Signature

Date