

Memorandum of Understanding

**Member Councils of the Great Southern Zone
Western Australian Local Government
Association**

For

**The provision of mutual aid
during emergencies and post incident
recovery**

2011

Memorandum of Understanding

1.Purpose

The purpose of this Memorandum is to:

1. Facilitate the provision of mutual aid between member Councils of the Great Southern Zone of the Western Australian Local Government Association during emergencies and post incident recovery.
2. Enhance the capacity of our communities to cope in times of difficulty.
3. Demonstrate the capacity and willingness of participating Councils to work co-operatively and share resources within the region.

2.Parties to the Agreement

- City of Albany
- Shire of Broomehill-Tambellup
- Shire of Cranbrook
- Shire of Denmark
- Shire of Gnowangerup
- Shire of Jerramungup
- Shire of Katanning
- Shire of Kent
- Shire of Kojonup
- Shire of Plantagenet
- Shire of Woodanilling

3.Definitions

Definitions for terms contained within this Memorandum are as contained in the Emergency Management Act 2005 and Emergency Management Act Regulations 2006.

4. Guiding Principle

The guiding principle of this Memorandum is that any support given to a local government in a particular emergency event shall be voluntary and of a level that will not unduly compromise the operability of the Council giving the support.

5. Partnering Objectives

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

1. Provide what ever resources may be available within the means of that Council to respond to the emergency incident if requested;
2. Provide whatever resources may be available within the means of that Council to assist with post incident recovery in the community

6. Allocation of Resources

1. This Memorandum acknowledges that the allocation of a participating Council's staff resources and plant is an operational issue, and as such is the responsibility of the CEO of the Council seeking to offer aid.
2. This Memorandum seeks to demonstrate that the CEO's commitment to supporting other Councils in need is backed by the elected members of a participating Council.

7. Partnering Expectations

1. To provide where possible both physical and human resources to assist with the recovery management during emergencies. The type of assistance initially is to assist immediate response and recovery of a short duration. Ongoing protracted assistance, but still in the absence of the emergency being declared a disaster, will be subject to further negotiation and agreement in writing between the parties concerned.
2. To ensure that 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).
3. To ensure all personnel and equipment provided are covered by the providers own insurance.
4. Providers of support will be responsible for all costs associated with it's legislative responsibilities for it's employees and equipment incurred during the provision of support unless otherwise agreed in writing.
5. The Requestor for 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.

6. 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.

8. Duration and Amendment

1. This Memorandum will come into effect at the date of signing by all parties.
2. This Memorandum will remain in force for an initial period of one year with an option to extend for a further three years by agreement of all parties, or until it is terminated.
3. This Memorandum shall not be altered varied or modified in any respect except by agreement of all parties in writing.
4. This Memorandum will be reviewed annually to ensure it is current and appropriate to the needs of the parties. The annual review will determine if the Agreement is to be extended or terminated.

9. Termination

This Memorandum may be terminated by mutual agreement of all parties in writing at any time.

10. Withdrawal

Any party may withdraw from this Memorandum by giving three months notice in writing to the Executive Officer of Great Southern Zone Western Australian Local Government Association at any time.

11. Notices

Communications in relation to this Memorandum must, unless otherwise notified in writing, be addressed and forwarded as follows:

Executive Officer
Great Southern Zone
Western Australian Local Government Association
PO Box 100
WOODANILLING WA 6316

This Memorandum of Understanding is made between

City of Albany CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF BROOMEHILL-TAMBELLUP CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF CRANBROOK CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF DENMARK CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
CITY OF GNOWANGERUP CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF JERRAMUNGUP CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF KATANNING CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF KENT CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF KOJONUP CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF PLANTAGENET CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date
SHIRE OF WOODANILLING CHIEF EXECUTIVE OFFICER	_____ Signature	_____ Date