



**Shire of Derby /
West Kimberley**



MEMORANDUM OF UNDERSTANDING

between the

SHIRE OF BROOME

and

SHIRE OF DERBY / WEST KIMBERLEY

and

SHIRE OF HALLS CREEK

and

SHIRE OF WYNDHAM / EAST KIMBERLEY

**PROVISION OF MUTUAL AID DURING
EMERGENCIES AND POST INCIDENT RECOVERY**

Local Government Memorandum of Understanding

Parties to the Agreement:

- **Shire of Broome** - Corner Weld Street and Haas Street, Broome
- **Shire of Derby / West Kimberley** - 30 Loch Street, Derby
- **Shire of Halls Creek** - 7 Thomas Street, Halls Creek
- **Shire of Wyndham / East Kimberley** - 20 Coolibah Drive, Kununurra

These parties will be, hereafter, called the 'partnering Local Governments'.

PURPOSE

This Memorandum of Understanding (MoU) sets out a basic framework for cooperation between the Local Governments named, to promote cooperation in an emergency event which affects one or more of the partnering Local Governments.

The guiding principle of this MoU 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 Local Government providing the support.

The MoU seeks to:

- facilitate the provision of mutual aid between partnering Local Governments during emergencies and post incident recovery;
- enhance the capacity of our communities to cope in times of difficulty; and
- demonstrate the capacity and willingness of participating Local Governments to work cooperatively 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:

- a) Provide whatever resources may reasonably be available within the capacity of that Local Government to respond to the emergency incident if requested
- b) Provide, at its absolute discretion, whatever resources may be available within the means of that Local Government to assist with the response to an emergency, or in the post incident recovery within the affected community

ALLOCATION OF RESOURCES

This MoU acknowledges that the allocation of a partnering Local Government's personnel and plant resources is an operational issue, and as such is the responsibility of the CEO of the Local Government seeking to offer aid.

RESPONSIBILITIES

The partners to this MoU recognise their responsibilities to have adequate arrangements in place in order to respond to non-natural and natural disasters. This MoU recognises that each Local Government will have its own local emergency management procedures and Local Emergency Management Arrangements (LEMA) in place in accordance with the Emergency Management Act, 2005. The intention of this MoU is to improve the efficiency of joint response to an emergency event, share experiences, enhance cooperation between Local Governments and improve regional resilience to emergency events.

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

The parties also acknowledge that:

- a) Nothing in this document authorises a party to incur costs or expenses on behalf of the other party; and
- b) A party has no authority to act for, or create or assume any responsibility, obligation, or liability on behalf any other party.

PARTNERING EXPECTATIONS

1. The Local Government receiving assistance will provide a competent and suitably qualified supervisor to direct and oversee all works undertaken by staff from assisting Local Governments engaged as part of this MoU.
2. To provide, where possible, both physical and human resources to assist with the immediate response to, and recovery from, an emergency event. Ongoing protracted assistance may be needed, and this may be subject to further negotiation and agreement in writing between the partners concerned.
3. Where possible, and if appropriate, the affected Local Governments must utilise internal resources and local contractors before requesting assistance from another Local Government. This will ensure Local Governments are not seen to be competing with local businesses or offers of assistance.
4. All requests for support will be made by the requesting local government's CEO to the CEO of one or more of the partnering local governments.
5. All equipment provided must be covered by the partner's own insurance and each Local Government is responsible for ensuring insurance policies allow for the provision of mutual aid.
6. Each individual Local Government 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.

7. Each Local Government will be responsible for any loss, damage or cost associated with the provision of support unless otherwise agreed in writing.
8. The Local Government requesting support will be responsible for all incidental costs associated with the provider 's personnel and equipment such as catering, accommodation, safety inductions, transport fuel and storage.

COST RECOVERY

The Disaster Recovery Funding Arrangements WA (DRFAWA) provide for the reimbursement of eligible expenditure incurred by Local Governments during a declared event.

If an impacted Local Government has an approved DRFAWA claim for a proclaimed event, it may seek to have the costs incurred, in the use of partnering Local Government's resources, to undertake eligible reinstatement activities for that eligible event, reimbursed under DRFAWA.

Each partnering Local Government is responsible for maintaining an accurate record of its expenditure of recovery costs.

DURATION AND AMENDMENT

This MoU will come into effect on the date that all parties have signed the agreement. It can be reviewed at any time but cannot be amended without the written consent of all partners.

TERM

Unless mutually extended, terminated or parties withdraw, this MoU will expire 3 years from the date that it is signed by all partners.

WITHDRAWAL

Any partner may withdraw from this MoU by giving 90 days written notice to the other partnering Local Governments.

NOTICES

Communications in relation to this MoU should be addressed to:

District Emergency Management Advisor
Pilbara & Kimberley Regions
Department of Fire & Emergency Services
T : 9158 3204 | M : 0409 415 256 | E : matthew.reimer@dfes.wa.gov.au

SIGNATURES

This MoU is approved by:

Signature.....
Sam Mastrolembo, CEO Shire of Broome

Date :

Signature.....
Amanda Dexter, CEO Shire of Derby / West Kimberley

Date :

Signature.....
Phillip Cassell, CEO Shire of Halls Creek

Date :

Signature.....
Vernon Lawrence, CEO Shire of Wyndham / East Kimberley

Date :