

Enquiries: Morgwn Jones  
Our Ref: ES08

**Shire of Ashburton**  
Administration Centre  
246 Poinciana Street  
PO Box 567, Tom Price, WA, 6751  
E [soa@ashburton.wa.gov.au](mailto:soa@ashburton.wa.gov.au)  
T (08) 9188 4444  
F (08) 9189 2252

[ashburton.wa.gov.au](http://ashburton.wa.gov.au)

ABN 45 503 070 070

20/12/2016

Chris Adams  
Chief Executive Officer  
City of Karratha  
PO Box 219  
KARRATHA WA 6714

Dear Chris

### **Pilbara Local Government Memorandum of Understanding - Recovery**

With the onset of the Tropical Cyclone and Bush Fire Seasons in the Pilbara, I feel it is the opportune time to further progress the proposed MOU with all Pilbara Local Governments MOU – Recovery.

This MOU has been forwarded to your Emergency Management staff and discussions have been ongoing between those staff and our Emergency Management Coordinator over the last several months, with the attached document a result of those discussions.

I feel this MOU will be of great benefit to all Local Governments in the Pilbara and will formalise the “hand shake agreement” of mutual aid that has been acceptable practice in the past.

While I appreciate it is quite late in the year, the Shire of Ashburton is keen to try and finalise this MOU as soon as possible, with the view to having it in place for this season if possible.

Should you have any further enquiries or suggested wording modifications to the MOU, please contact our Emergency Management Coordinator Morgwn Jones on 0417 754 846

Regards



Neil Hartley  
Chief Executive Officer

Enc.

CC: Chris Linnell  
Acting Chief Executive Officer  
Town of Port Hedland  
PO Box 41  
PORT HEDLAND WA 6721

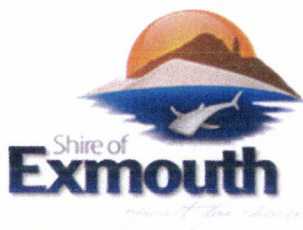
<b>CITY OF KARRATHA RECEIVED</b>
<b>- 3 JAN 2017</b>
Action By: <i>Jerom Hurley</i>
File No: <i>CA-33</i>
Document ID: <i>ICR156423</i>
CC: <i>Charmaine Gorman</i>



Allen Cooper  
Chief Executive Officer  
Shire of East Pilbara  
PMB 22  
NEWMAN WA 6753

Keith Woodward  
Acting Chief Executive Officer  
Shire of Exmouth  
PO Box 21  
EXMOUTH WA 6707





## Local Government MoU

This Memorandum of Understanding is made on the \_\_\_\_\_.

### Parties to the Agreement

**Shire of Ashburton**, Poinciana St Tom Price

**City of Karratha**, Welcome Road Karratha.

**Town of Port Hedland**, McGregor Street Pt Hedland

**Shire of East Pilbara**, Cnr Kalgan & Newman Drives Newman.

**Shire of Exmouth** 22 Maidstone Crescent Exmouth, hereinafter called the 'partnering LGs'

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

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 LG providing the support.

### Purpose

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 LEMPs (LEMA's) in place in accordance with the *Emergency Management Act 2005*. However, 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 to disaster events.

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 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.
5. 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.
6. Each LG will be responsible for any loss, damage or cost associated with the provision of support unless otherwise agreed in writing.
7. The Local government 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 West Australian National Disaster Relief & Recovery Arrangement (WANDRRA) guidelines provide for the reimbursement of expenditure incurred by LGs during 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 these costs accordingly under the WANDRRA guidelines.

In the event a LG's resources and/or equipment are required to assist another LG, these costs would not be claimable via WANDRRA. 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 all 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.

**Term**

Unless mutually extended, terminated or parties withdraw, this MOU will expire on the January 1<sup>st</sup> 2020

**Withdrawal**

Any partner may withdraw from this MOU by giving 90 days written notice to the partnering LG's and the State Emergency Management Committee.

**Notices**

Communications in relation to this MOU should be addressed to:

Coordinator Emergency Management

[Morgwn.jones@ashburton.wa.gov.au](mailto:Morgwn.jones@ashburton.wa.gov.au)

or via post to:

Shire of Ashburton

PO Box 567

Tom Price WA 6751

Neil Hartley CEO Shire of Ashburton

Date:

Chris Adams CEO City of Karratha

Date:

Allen Cooper CEO Shire of East Pilbara

Date:

Chris Linnell Acting CEO Town of Port Hedland

Date:

Keith Woodward Acting CEO Shire of Exmouth

Date: