



Government of Western Australia  
Department of Fire & Emergency Services



## ***MEMORANDUM OF UNDERSTANDING***

between the

**DEPARTMENT OF  
FIRE AND EMERGENCY SERVICES**

AND

**SHIRE OF ASHBURTON**

AND

**SHIRE OF EAST PILBARA**

AND

**SHIRE OF EXMOUTH**

AND

**CITY OF KARRATHA**

AND

**TOWN OF PORT HEDLAND**

FOR

**MANAGEMENT AND CONTROL  
OF BUSH FIRE BRIGADES AND BUSH FIRE AND  
EMERGENCY SERVICES IN THE PILBARA REGION OF  
WESTERN AUSTRALIA**

## 1. PURPOSE

The purpose of this Memorandum of Understanding (**MOU**) is to document an agreement between the Shire of Ashburton, the Shire of East Pilbara, the Shire of Exmouth, the City of Karratha and the Town of Port Hedland (collectively the **local governments**) and the Department of Fire and Emergency Services (**DFES**) for the purpose of DFES assisting the local governments to carry out their responsibilities for management and control of bush fire brigades and bush fire response within the Pilbara region under the *Bush Fires Act 1954*. These arrangements will address administration, management, training and incident response activities.

This MOU does not constitute and shall not be deemed to constitute any legally binding or enforceable obligations or relations between the parties. This MOU is instead a non-legally binding and unenforceable statement of current intent.

## 2. DEFINITIONS & INTERPRETATION

In this MOU:

**BF Act** means *Bush Fires Act 1954*

**FES Commissioner** means the Fire and Emergency Services Commissioner referred to in section 3 of the *Fire and Emergency Services Act 1998*

**Local Governments** means the Shire of Ashburton, the Shire of East Pilbara, the Shire of Exmouth, the City of Karratha and the Town of Port Hedland and includes all agents or contractors working for or under the control of the Shire of Ashburton, the Shire of East Pilbara, the Shire of Exmouth, the City of Karratha and the Town of Port Hedland.

Words or phrases used in this MOU, and defined in the BF Act, shall bear the same meaning attributed to them in the BF Act.

## 3. MOU OBJECTIVES

The intent of this arrangement will be for the Local Governments to work collaboratively with the FES Commissioner during the trial so as to consider and reach a conclusion on the following objectives at the completion of the trial period -

- a) the appropriateness of a centralised emergency management agency, and the handover of all firefighting capability, to the control of the Department of Fire and Emergency Services; and
- b) amendments to legislation (or other agreements as required).

While the Local Governments will work with the Department of Fire and Emergency Services on the intent of this MOU throughout the trial period, the Local Governments expect that the Department of Fire and Emergency Services will provide a leadership role in all matters affecting fire and emergency management services and incidents in the Pilbara.

## **4. LEGISLATIVE RESPONSIBILITIES**

Local Government has legislative responsibility under the BF Act for the prevention, control and extinguishment of bush fires in their local government area.

Under section 38A of the BF Act, the FES Commissioner may designate a person employed in the Department as Chief Bush Fire Control Officer (CBFCO). Pursuant to that section:

- (1) *At the request of a local government the FES Commissioner may designate a person employed in the Department as the Chief Bush Fire Control Officer for the district of that local government.*
- (2) *Where a Chief Bush Fire Control Officer has been designated under subsection (1) for a district the local government is not to appoint a Chief Bush Fire Control Officer under section 38(1).*

...

## **5. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE LOCAL GOVERNMENTS**

### **5.1 Chief Bush Fire Control Officer**

The Local Governments will each request the FES Commissioner to appoint a CBFCO under s38A of the BF Act for the duration of this arrangement.

The Local Governments acknowledge that any prevention functions under Part III of the BF Act will remain the primary responsibility of the Local Governments.

### **5.2 By-Laws**

The Local Governments will maintain by-laws (where applicable) to ensure the CBFCOs have overall management and control of bush fire brigades for the duration of this arrangement.

### **5.3 Workspace**

If from time to time the CBFCOs are required to work from the local government offices, the Local Governments shall ensure a workspace is made available for their use.

### **5.4 Reporting of Incidents**

If a local government becomes aware of an incident they are to promptly inform DFES of the incident and, if possible, the bush fire brigade shall attend at the incident and commence a response to the incident in accordance with any directions that may be given by the CBFCO.

### **5.5 Ownership of Assets and Vehicles**

All appliances, equipment and apparatus of bush fire brigades will remain the property of the Local Governments.

### **5.6 Insurance**

The Local Governments will continue to maintain a policy of insurance for volunteer bush fire brigade members and for all appliances, equipment and apparatus of bush fire brigades in accordance with section 37 of the BF Act.



## **6. ACKNOWLEDGMENTS AND UNDERTAKINGS BY DFES**

### **6.1 Nominated DFES Personnel**

Upon receiving a request from a local government, the FES Commissioner will appoint a member of DFES staff as CBFCO for the local government for the duration of this agreement.

DFES utilises the Australasian Interservice Incident Management System (AIIMS) for incident management. DFES Personnel nominated for appointment as CBFCO will be trained to the competencies identified by DFES as being required to effectively manage incidents.

### **6.2 Administration and Management of Bush Fire Brigades**

The CBFCO will carry out administration and management of bush fire brigades, including reporting and financial activities, on behalf of the local government.

### **6.3 Training**

DFES will provide training to bush fire brigades through the CBFCO. Training could be conducted on the local government's land or premises.

### **6.4 Suspension of 000 Service Agreement**

The 000 Service Agreement between DFES and the Local Governments will be suspended for the duration of this arrangement. Emergency calls received by the DFES Communications Centre will be managed by the CBFCO at brigade level during this time.

## **7. DURATION AND AMENDMENT**

This MOU will remain in force for an initial period of three (3) years with an option to extend for a further period by written agreement of all parties.

This MOU shall not be altered, varied or modified in any respect except by agreement in writing signed by all parties.

## **8. DISPUTE RESOLUTION**

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 seven days after receiving a notice from the other party setting out the nature of the dispute.

If the issue cannot be resolved by negotiation then the matter of dispute is to be conferred, deliberated and resolved by the FES Commissioner and the Local Governments' CEOs.

## **9. TERMINATION**

This MOU may be terminated by:

- (a) mutual agreement of both parties in writing at any time; or
- (b) at any time for any reason by either party by giving one month's notice in writing to the other party.

## **10. 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:

### **DFES**

FES Commissioner  
Department of Fire and Emergency Services  
PO Box P1174  
PERTH WA 6844

### **SHIRE OF ASHBURTON**

Chief Executive Officer  
Shire of Ashburton  
P.O. Box 567  
TOM PRICE WA 6751

### **SHIRE OF EAST PILBARA**

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

### **SHIRE OF EXMOUTH**

Chief Executive Officer  
Shire of Exmouth  
P.O. Box 21  
EXMOUTH WA 6707

### **CITY OF KARRATHA**

Chief Executive Officer  
City of Karratha  
P.O. Box 219  
KARRATHA WA 6714

### **TOWN OF PORT HEDLAND**

Chief Executive Officer  
Town of Port Hedland  
P.O. Box 41  
PORT HEDLAND WA 6721

## **11. 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

Shire of Ashburton  
Lot 246 Poinciana Street  
TOM PRICE WA 6751

AND

Shire of East Pilbara  
Cnr Kalgan & Newman Dives  
NEWMAN WA 6753

AND

Shire of Exmouth  
22 Maidstone Crescent  
EXMOUTH WA 6707

AND

City of Karratha  
Welcome Road  
KARRATHA WA 6714

AND

Town of Port Hedland  
13 McGregor Street  
PORT HEDLAND WA 6721

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:

WAYNE GREGSON APM  
COMMISSIONER

  
Signature

29/2/16.  
Date

SIGNED for and on behalf of the Shire of Ashburton by:

**NEIL HARTLEY**

**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

SIGNED for and on behalf of the Shire of East Pilbara by:

**ALLEN COOPER**

**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

SIGNED for and on behalf of the Shire of Exmouth by:

**BILL PRICE**

**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

SIGNED for and on behalf of the City of Karratha by:

**CHRIS ADAMS**

**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

SIGNED for and on behalf of the Town of Port Hedland by:

**MAL OSBORNE**

**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**