



Memorandum of Understanding

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

for

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

10 May 2023

1. Purpose

The purpose of this Memorandum is to:

1. Facilitate the provision of mutual aid between member Councils of the Great Eastern Country Zone of the Western Australian Local Government Association (WALGA) 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

- Shire of Bruce Rock
- Shire of Cunderdin
- Shire of Dowerin
- Shire of Kellerberrin
- Shire of Kondinin
- Shire of Koorda
- Shire of Merredin
- Shire of Mount Marshall
- Shire of Mukinbudin
- Shire of Narembeen
- Shire of Nungarin
- Shire of Tammin
- Shire of Trayning
- Shire of Westonia
- Shire of Wyalkatchem
- Shire of Yilgarn

3. Definitions

Definitions for terms contained within this Memorandum of Understanding (MoU) 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 by a local government in a particular emergency event shall be at the discretion of the Council giving the support, 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:

- a) provide whatever resources may be available within the means of that Council to respond to the emergency incident if requested; and
- b) 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

- a) 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.
- b) 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 its legislative responsibilities for its employees and equipment incurred during the provision of support unless otherwise agreed in writing.
5. The Requester 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 of sufficient scale to qualify for State and Commonwealth Funding assistance, such 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 unstipulated period, with each member having the opportunity to withdraw from the Memorandum at a time of their own choosing.
3. This Memorandum shall not be altered varied or modified in any respect except by agreement of all parties in writing.

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 Eastern Country Zone Western Australian Local Government Association and to the other member Council's respective Chief Executive Officer's, at any time.

11. Notices

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

The Executive Officer
Great Eastern Country Zone
Western Australian Local Government Association
PO Box 1544
West Perth, WA 6872

Shire of Merredin
PO Box 42
Merredin WA 6415

12. Agreement and Signing

Agreement to the MoU will be provided on the certificates attached separately signed by each CEO and forwarded to the Executive Officer. (Entitled: Annexure A to MOU Emergency Support).

Certificate of Agreement

The Council of the Great Eastern Country Zone
Shire of Merredin

Agrees to abide by the terms of this Memorandum of Understanding (MoU) to provide mutual aid during emergencies and post incident recovery in accordance with the MoU, until the MoU is terminated as defined in points 9, 10, and 11 of this MoU.

Chief Executive Officer: _____

Date: _____

*Please forward the signed copy
of this certificate to the Executive
Officer, GECZ, WALGA
jmvcgovern@walga.asn.au*