



Lakes Emergency Response and Recovery Memorandum of Understanding

Shire of Dumbleyung

Shire of Kent

Shire of Lake Grace

Adopted:	XX XX 2025
Last Reviewed:	27 March 2025
Review Date:	Every 5 years or as required
Associated Legislation:	<i>Emergency Management Act 2005 (WA)</i>
Associated Documents:	State Emergency Management Policy and Procedure

1.0 Name

The name of the Memorandum of Standing (MoU) is the Lakes Emergency Response and Recovery Memorandum of Understanding.

2.0 Parties

The local governments party to this agreement are:

- Shire of Dumbleyung
- Shire of Kent
- Shire of Lake Grace

3.0 Aim

This Memorandum of Understanding (MoU) sets out a basic framework for cooperation between the local governments of the Combines Lake Local Emergency Management Committee (LEMC), to promote cooperation in an emergency response and recovery which affects one or more of the partnering local governments.

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

4.0 Purpose

To facilitate the provision of mutual aid between partnering local governments 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 local governments to work co-operatively and share resources within the region.

5.0 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 local government to respond to the emergency incident if requested.
2. Provide at its absolute discretion, whatever resources may be available within the means of that local government to assist with post incident recovery in the community.

6.0 Allocation of Resources

Allocation of Resources

1. 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 Chief Executive Officer (CEO) of the local government seeking to offer aid.
2. This MoU seeks to demonstrate that the CEO's commitment to supporting other local governments in need is supported by the Elected Members of each participating Council.
3. This MoU acknowledges and accepts that each participating local government commits to make available at a minimum and if required the following resources (if not otherwise committed or needed) at no cost for up to thirty (30) days during and immediately following an event. Thereafter CEO discretion on allocation of these resources and cost recovery may apply:
 - Community Emergency Services Manager (CESM)
 - Local Recovery Coordinator (LRC)
 - Administration Officer
 - Plant Operator
 - Evacuation Centre Building
 - Animal Welfare Equipment
 - Community Bus (excludes fuel)
 - Emergency Generator (excludes fuel)

7.0 Cost Recovery

The Disaster Recovery Funding Arrangements, Western Australia (DRFAWA) guidelines provide for the reimbursement of expenditure incurred by partnering local governments during a disaster event. Each partnering local government 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 partnering local government area will claim these costs accordingly under the DRFAWA guidelines.

In the event a partnering local government 's resources and/or equipment are required to assist another partnering local government, these costs may not be claimable via DRFAWA. Therefore, any intended claim for reimbursement is a matter between partnering local governments.

8.0 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 local government will have its own LEMPs in place in accordance with the *Emergency Management Act 2005* (WA). However, the intention of this MoU is to improve the efficiency of joint response to a disaster, share experiences, enhance cooperation between partnering local governments 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.

9.0 Partnering Expectations

The parties of the MoU are to:

1. 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 local government 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.

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 local government 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 local government 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.

10.0 Duration and Amendment

Effective when each party has signed. Amendments to this MoU require the written consent of all parties.

11.0 Term

Unless mutually extended, terminated or parties withdraw, this MoU will expire on 30 June 2028.

12.0 Withdrawal

Any partner may withdraw from this MoU by giving 90 days written notice to the partnering local governments.

13.0 Communications

Communications are to be addressed to the Executive Officer, Combined Lakes Local Emergency Management Arrangement.

14.0 Execution

This MoU is signed by the local governments as listed below:

<p>SHIRE OF DUMBLEYUNG In the presence of:</p> <p>President</p> <p>Chief Executive Officer</p>	<p>SHIRE OF KENT In the presence of:</p> <p>President</p> <p>Chief Executive Officer</p>
<p>SHIRE OF LAKE GRACE In the presence of:</p> <p>President</p> <p>Chief Executive Officer</p>	