MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made between:

Cassowary Coast Regional Council  Cairns Regional Council
Tableland Regional Council        Hinchinbrook Shire Council
Townsville City Council           Burdekin Shire Council

1. Objective

This Memorandum of Understanding (MOU) sets out a framework for cooperation between the Councils named. The aim is to promote cooperation between these Councils in a disaster event which affects one or more of the Council areas and to promote collaboration between Councils on disaster response, recovery, mitigation and planning arrangements. The MOU is not intended to be legally binding or enforceable.

2. Statement of Commitment

The parties are committed to the principles and arrangements contained within Queensland Disaster Management Act 2003 and the provisions of the State Disaster Management Strategic Policy Framework.

3. Protocols for Working Together

This is a commitment made in good faith based on the commitment of the Councils to effective and sustainable cooperation. In order to work in collaboration and with mutual respect to achieve agreed outcomes, the parties agree to:

- Cooperate through the sharing of information;
- Consult with each other in relation to the planning and delivery of disaster management arrangements as outlined in this MOU and in accordance with legislative and State Disaster Management Arrangements;
- Recognise and complement each others' planning and negotiation processes and utilise these processes and where appropriate;
- Focus their activity on achieving outcomes that are jointly agreed to by the parties.

4. Responsibilities

The parties to this MOU recognise their responsibilities to have adequate arrangements in place to care for their areas in the event of non natural and natural disasters.

This MOU recognises that each Council will have its own Disaster Management Plan. However, the intention of this MOU is to improve the efficiency of response to a disaster, share experiences, enhance cooperation between the Councils and improve regional resilience to disaster events.
5. Coordination of mutual emergency assistance

The parties to this MOU agree when an emergency is experienced by one of the Councils named within this MOU assistance may be requested by that Council from the other Councils named within this MOU. Providing the other Councils have also not been affected by a disaster and the requested resources are available every effort shall be made to render assistance or provide the requested resources to the affected Council. Any such request for assistance must originate from the Chairperson or Executive Officer of the affected Council and must be addressed to the Chair of the Local Disaster Management Group (LDMG). providing assistance. The Chief Executive Officer of the assisting Council must authorise any assistance provided.

Note: Where possible, and if appropriate, the affected Council must utilise all local resources before requesting assistance from another Council. This will ensure Councils are not seen to be competing with local businesses or offers of assistance.

Assistance requested may include:

- Council equipment i.e. small or large plant.
- Trained staff who have skills required for disaster response and recovery for a period agreed upon by the Council providing the staff, recognising that it may be difficult to hire immediate assistance from commercial providers; and
- Any other assistance considered necessary and mutually agreed.

The request for assistance from the affected Council at the time of a disaster should be as specific as possible about the type and duration of assistance required.

6. Consultation on Disaster Management Planning

Each Council will notify the others of any proposed changes in their Disaster Management Plan which are likely to impede on arrangements for mutual assistance. Parties to the MOU will provide copies of their Disaster Management Plan to each Council within this MOU.

A combined meeting between the disaster management personnel of signatory Councils shall occur at least annually, with further Local Government Disaster Managers Forums (LGDMF) to be convened for the two districts. The LGDMFs for the Far North Queensland (Cairns, Cassowary and Tablelands) and North Qld (Townsville, Hinchinbrook and Burdekin) areas, shall meet at least quarterly to discuss Disaster Management issues of regional significance.

The outcomes of these meetings will be transmitted to the various LDMGs as appropriate.

7. Sharing of Information

During the course of this MOU the parties will:

- Share information in relation to disaster management capacity
- Contribute to joint training exercises, meetings and workshops; and
- Identify and pursue regional Disaster Management initiatives and activities, which may be undertaken to benefit the community, extending beyond Council boundaries.

8. Responsibility for staff

Each individual Council will be responsible for the payment and workers compensation insurance of their own staff regardless of where they are operating during the disaster event.
9. Cost of assistance

The Natural Disaster Relief and Recovery Arrangements (NDRRA) guidelines provide for the reimbursement of expenditure incurred by Local Governments during a disaster event. Each Local Government is responsible for maintaining an accurate record of such expenditure during an event.

In the event a Council's resources and/or equipment are required to assist another Local Government, following a disaster event, these costs will be reimbursed by the affected Council, provided a record of expenditure is provided.

The affected Council area will undertake to reimburse the supporting Council directly and claim these costs accordingly under NDRRA guidelines such as:

i. Counter Disaster Operations: - including plant/equipment expenses, temporary employment, staff overtime, provision of evacuation centres etc, and

ii. Restoration of Essential Public Assets (category 1):- including expenditure incurred for immediate post disaster repair works such as earthmoving, sandbagging, clean-up costs etc.

The provision of equipment, resources and or trained staff will be at a mutually agreed cost by parties involved and any such agreement will be entered unto separately from this MOU.

10. Intended period of arrangements

The MOU will come into effect at the date when all listed Councils have signed. The parties agree to review the arrangements every two years or at any time agreed by the parties, such as following the occurrence of a major disaster.

In addition, this MOU can be reviewed at any time but cannot be amended except with the written agreement of all of the parties.

11. Reporting on the effectiveness of the arrangements

An annual report outlining the activities undertaken as a result of the MOU will be prepared and provided to each LDMG.
THIS MEMORANDUM OF UNDERSTANDING is made, this 18th day of January 2010.

Signed

Title Chief Executive Officer
Council Cairns Regional Council

Signed

Title Chief Executive Officer
Council Cassowary Coast Regional Council

Signed

Title Chief Executive Officer
Council Tablelands Regional Council

Signed

Title Chief Executive Officer
Council Hinchinbrook Shire Council

Signed

Title Chief Executive Officer
Council Burdekin Shire Council