

5.3. SES MEMORANDUM OF UNDERSTANDING

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GENERAL MANAGER	Michael Kriedemann, Acting General Manager Operations
DEPARTMENT	Sustainable Communities

RECOMMENDATION

That Council resolves to:-

1. Enter into a Memorandum of Understanding with Queensland Fire and Emergency Services for the provision of State Emergency Service functions within the Douglas Shire Council local government area;
2. Review the content of the Memorandum of Understanding twelve (12) months from the commencement date; and
3. Delegates to the Chief Executive Officer in accordance with Local Government Act 2009 to negotiate, finalise and execute any and all matters in relation to this Memorandum of Understanding.

EXECUTIVE SUMMARY

The State Emergency Service (SES) operates under two (2) groups within the Douglas Shire area with one (1) group located at Diwan and the other in Mossman. These two groups provide search, incident management, flood rescue, road crash rescue, storm damage operations and agency support as their functions in the Shire.

Since de-amalgamation there has been no formal agreement on the funding or functions of the SES between the Queensland Fire and Emergency Services (QFES) and Council. In early 2018, QFES requested all council's in Queensland to enter into a standard Memorandum of Understanding on the funding and functions of the SES in the respective local government areas.

Council staff have some concerns in relation to Council's liability in relation to the agreement as there is no existing list of equipment used and held by the two (2) operational SES groups in the Shire.

BACKGROUND

The Queensland State Emergency Service (SES) is a community-based, volunteer emergency service supported by both the State Government, through Queensland Fire and Emergency Services (QFES), and local councils. Council has two (2) active SES groups in the Shire, one at Alexandra Bay (Diwan) and one located in Mossman.

Since de-amalgamation there has not been an official agreement in place between the SES and Council. In the 2014/2015 financial year Council's Local Disaster Coordinator attempted to arrange an agreement between the two (2) parties but was advised by the Area Controller at the State Emergency Service that he was "not in a position to formally discuss or document an agreement between QFES and the Douglas Shire Council for the ongoing support of the State Emergency Service. Following the Departmental restructure our State Headquarters is still in the process of deciding on the content and format of the document which we are to use".

Earlier this year the Queensland Fire and Emergency Service sent a proposed MoU to all Council's in Queensland with the intent to have the MoU signed before the commencement of the 2018/19 storm season. Council staff and SES staff have been negotiating the details contained in the MoU since that time. The LGAQ advised in October that 30 Council's had signed the MoU.

On January 1, 2014 the State Government introduced a new Emergency Management Levy in Queensland. The Levy is established in the Fire and Emergency Services Act 1990 (the Act) which applies a levy on properties within levy districts. The Act places a legal obligation on local governments to administer the levy, which is collected through local government rate notices. QFES delivers its emergency management services through the Fire and Rescue Service, Rural Fire Service Queensland and the State Emergency Service and the Emergency Management Levy remains its primary source of funding. Ratepayers in the Douglas Shire pay approximately \$1,280,000 in a 12 month period to the Emergency Management Levy.

COMMENT

The MoU seeks to establish a collaborative approach between QFES and local councils for the management and support of the SES to ensure the delivery of an effective emergency service that contributes to a safer more resilient community. The MOU sets out the framework for both Parties. Of particular importance is the functions of the SES to be performed within the local government area. Currently the existing arrangement is for the Diwan group to undertake agency support, road crash rescue, search and storm damage operations. The Mossman group undertake agency support, incident management, flood boat rescue, storm damage operations and search. As part of the MoU it is proposed that traffic management be added to each group's functions. This function need has been identified from experiences over the past few years and has been requested by the Officer in Charge, Port Douglas Police.

Council currently provides the SES with the necessary accommodation to carry out their functions and store equipment. Various other resources are provided to both groups including power, security, mobile phones, satellite phones, office equipment, fuel and the servicing/ repair of equipment including chainsaws, vehicles and boats. To better capture some of these costs, a new protocol for requesting repairs and servicing of equipment has recently been developed. Importantly staff have negotiated to have Council removed as the responsible party for replacing SES vehicles within the terms of the MoU. Council's responsibility for operational equipment includes maintenance and repairs but the QFES is responsible for provision and replacement.

Council staff have expressed some concern around Council's liability for repairing equipment without a completed equipment list. As part of the MoU agreement Council officers will be seeking a stocktake and listing of all equipment held by each group be completed within six (6) months of the signing of the MoU and provided to Council.

The MoU may be varied by agreement between the Parties in writing and either party may, at any time, withdraw from this MOU without legal consequence by providing 30 days written notice to the other party.

The LGAQ has advised that they, along with selected disaster management officers, are participating in Task Force Catalyst along with members of QFES. The MoU forms part of discussions but the main purpose of the discussions is around the long-term relationship between council's and the SES. A first meeting of the task force was held on November 6, 2018.

PROPOSAL

It is proposed that: -

1. Council sign the MoU for a period of twelve (12) months at which time a review of the MoU will take place;
2. QFES be requested, as part of the MoU, that traffic management be added to the functions of the local SES groups within the Douglas Shire Council area; and
3. QFES be requested, as part of the MoU, to undertake an audit of all the equipment, including plant and machinery, used by the two (2) SES groups and that this audit be provided to Council detailing the type, number and condition of equipment, plant and machinery.

Signing the MoU for a 12 month period will allow time for the LGAQ to complete the review into the relationship between councils and the SES. Council will also have the opportunity to better understand the current financial contribution to the SES and potential future contribution/liability once the proposed audit has been completed.

As part of the LGAQ review with QFES the Manager Sustainable Communities will raise the issue of the Emergency Management Levy and the cost of SES services which appears to be a double up on costs to ratepayers.

FINANCIAL/RESOURCE IMPLICATIONS

The proposal to sign the MoU for a period of twelve months, the auditing of equipment and the ability within the MoU to vary the MoU and Council to withdraw from the MoU reduce Council's exposure to financial implications while giving Council the opportunity to identify Council's actual costs attributable to the provision of the SES. No major resource implications are anticipated.

RISK MANAGEMENT IMPLICATIONS

The SES provides an important on ground resource for assisting members of the community in need when emergency and disaster situations occur, and this service needs to be maintained. The SES Local Controller sits as a member of the Local Disaster Management Group and provides important field intelligence to Council Local Disaster Coordinator. The LGAQ review of the SES relationship will identify improvements to the SES and the relationship with councils so that both parties benefit.

SUSTAINABILITY IMPLICATIONS

- Economic:** Rapid recovery from disasters is crucial for re-establishing the local economy and business activity.
- Environmental:** Disasters can have significant environmental impacts and environmental recovery is a key component of the disaster management system.
- Social:** A functioning SES service is crucial for assisting community members in emergency situations. The SES also provides a crucial social connection and training opportunity for Douglas communities.

CORPORATE/OPERATIONAL PLAN, POLICY REFERENCE

This report has been prepared in accordance with the following:

Corporate Plan 2014-2019 Initiatives:

Theme 4 - Engage, Plan, Partner

4.3.1 - Provide leadership in preparing for and responding to disasters through the coordination of the Local Disaster Management Group and appropriate resourcing.

COUNCIL'S ROLE

Council can play a number of different roles in certain circumstances and it is important to be clear about which role is appropriate for a specific purpose or circumstance. The implementation of actions will be a collective effort and Council's involvement will vary from information only through to full responsibility for delivery.

The following areas outline where Council has a clear responsibility to act:

Part-Funder Sharing the cost of a program or activity with other organisations.

CONSULTATION

Internal: Acting General Manager Operations, Acting Manager Infrastructure, Project Engineer, Technical Officer Building Facilities

External: Local Controller SES, Acting Area Controller SES

COMMUNITY ENGAGEMENT

N/A

ATTACHMENTS

1. Mo U Douglas Shire Council **[5.3.1]**
2. Mo U Schedule A Douglas Shire Council **[5.3.2]**

MEMORANDUM OF UNDERSTANDING

A Partnership for the Management and Support of the State Emergency Service

BETWEEN

THE STATE OF QUEENSLAND

acting through the Queensland Fire and Emergency Services

AND

DOUGLAS SHIRE COUNCIL



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1. Introduction

- 1.1. The Queensland State Emergency Service (SES) is a community-based, volunteer emergency service supported by both the State Government, through Queensland Fire and Emergency Services (QFES), and local councils, hereinafter referred to as “the Parties”.
- 1.2. The SES plays a vital part in Queensland’s disaster management system helping communities prepare for, respond to and recover from an event or disaster along with providing assistance to other emergency services.
- 1.3. A sustainable and skilled volunteer workforce is essential to meet the increasing demand for support as a result of more frequent and severe disasters, as well as the changing needs and expectation of the community itself.

2. Background

- 2.1. The SES plays an integral role in supporting local government’s disaster response capability prescribed in *Disaster Management Act 2003* (Qld) section 80 (1) (a).
- 2.2. The establishment, roles and responsibilities of the Queensland SES are set out in Chapter 4 of the *Fire and Emergency Services Act 1990* (Qld) (the Act).
- 2.3. Section 140 of the Act provides that the commissioner may enter into an agreement with a local government that sets out the responsibilities of each Party in relation to the SES in the local government’s area.
- 2.4. The Queensland Floods Commission of Inquiry Final Report (March 2012) and the Police and Community Safety Review Final Report (August 2013) highlighted the importance of executing agreements to provide both Parties clarity on the management and support arrangements for the SES.
- 2.5. The Parties recognise changes to the *Disaster Management Act 2003*, specifically the relocation of the SES from the *Disaster Management Act 2003* to the *Fire and Emergency Services Act 1990* (the Act), and the establishment of QFES as a department being the primary provider of fire and emergency services in Queensland.
- 2.6. This Memorandum of Understanding (MOU) has been developed in collaboration with the Inspector General Emergency Management (IGEM) Disaster Management Officers Network Project State Working Group.

3. Purpose

- 3.1. This MOU establishes the collaborative approach between QFES and local councils for the management and support of the SES to ensure the delivery of an effective emergency service that contributes to a safer more resilient community. It builds on the Parties existing commitment to the SES, recognises the history of shared responsibility and the importance of a continued strong partnership.
- 3.2. This MOU sets out the framework for both Parties, additional to that which is stated or implied in the Act, and further defined in QFES doctrine and policies.
- 3.3. Both Parties seek from this MOU:
 - i. **Collaboration:** a collaborative approach to the shared administration of Chapter 4 Part 1 of the Act, in respect of the SES.

- ii. **Cooperative partnership:** an understanding of the roles, responsibilities and obligations of the Parties.
 - iii. **Service delivery:** a contemporary volunteer emergency service that strengthens community capability.
 - iv. **Value for money:** the cost-effective use of resources devoted to the management and support of the SES.
 - v. **Accountability:** integrated and informed regulatory and decision making processes.
 - vi. **Efficiency:** avoid duplication and conflict between the provision of services.
 - vii. **Transparency:** information sharing in the context of their agreed roles in relation to the SES.
- 3.4. Any prior obligation, whether financial or otherwise, of either Party, shall continue in the same manner as was the case prior to this MOU.
- 3.5. This MOU does not constitute or create any legally binding or enforceable obligations on the part of either Party.
- 3.6. The Parties are expected to act in good faith at all times during the term of this MOU.

4. Commencement and Duration

- 4.1. The MOU will commence the date both Parties have signed and remain valid for a period of three (3) years or until either clauses 10 or 12 are invoked.

5. Roles and Responsibilities

- 5.1. These roles include the obligations of the parties under the provisions of the current legislation.
- 5.2. The parties jointly agree to:
- i. Recognise supporting the SES is a shared goal that strengthens community capability and provides for an effective emergency service;
 - ii. Acknowledge the roles and responsibilities of the SES are prescribed by the Act, QFES doctrine and policies and local council policies;
 - iii. Ensure the other Party is consulted regarding matters concerning the SES which may impact the other Party;
 - iv. Acknowledge the Parties' shared roles and responsibilities in the provision and effective use of resources for equipment, training, administration, operations and other matters relevant to SES;
 - v. Acknowledge each Party has an obligation to provide funding for activities and functions related to the SES;
 - vi. Acknowledge Local Controllers are responsible to ensure their unit functions efficiently and effectively;
 - vii. Work to sustain optimum levels of membership to maintain the agreed functions of SES groups in local council areas;

- viii. Acknowledge the activation, tasking and deployment of the SES is a shared arrangement between the local council, state agencies and QFES;
- ix. Ensure the most efficient and effective use of SES resources during activations and deployments for disasters, major emergencies and significant incidents;
- x. Promote open and inclusive communication and maintain cooperative and supportive working relationships with SES members, QFES staff and local council staff;
- xi. Work together to complete a local arrangements document (Schedule A) that details how the principles in this MOU are to be implemented; and
- xii. Acknowledge that QIT+ Guardian Control Centre is an agent of local council to provide incident management software and integration processes.

5.3. Queensland Fire and Emergency Services agrees to provide the following support:

5.3.1 Appointments

- i. Recruit and appoint people to be an SES member in accordance with s.132 (1) and (2) of the Act;
- ii. Appoint Local Controllers in accordance with s.134 (1) of the Act; and
- iii. Undertake a merit based recruitment and selection process to appoint other SES Executives.

5.3.2 Human Resource Management and Support

- i. Define the roles and responsibilities of Local Controllers, SES Executives and SES members;
- ii. Provide human resource management and support for SES members;
- iii. Support SES Executives to perform their roles;
- iv. With the exception of local council employed Local Controllers, undertake disciplinary actions in relation to SES members in accordance with QFES doctrine and policy and where required, provide advice to local council; and
- v. Implement and monitor recruitment and retention initiatives.

5.3.3 Functions

- i. Determine and agree, in consultation with local council, the functions for all SES groups within the local government area in accordance with s.138 of the Act; and
- ii. Inform the unit and local council of the agreed functions of each SES group in accordance with the s.139 of the Act (refer Schedule A).

5.3.4 Operational Arrangements

- i. Provide a common point of contact for use by the community to contact the SES - currently 132500;
- ii. Provide a consistent tasking and management system for use by the SES - currently SES Task and Management System (TAMS);

- iii. Support Local Controllers to manage responses when the volume of tasking exceeds the local capacity for events;
- iv. Appoint an SES Coordinator if a disaster goes beyond the capacity or capability of the SES in the local government area in accordance with s.136 of the Act; and
- v. Coordinate, support and manage SES deployments including transport, accommodation and logistics arrangements.

5.3.5 Fleet

- i. Register and comprehensively insure SES vehicles;
- ii. Provide vehicle livery and emergency lighting for official SES vehicles;
- iii. Provide and register SES flood boats to the requisite standard required;
- iv. Provide and register trailers to the requisite standard required; and
- v. Register caravans and other approved items of equipment requiring registration.

5.3.6 Operational Equipment

- i. Provide uniforms, personal protective clothing and equipment to the requisite standard required for the agreed functions;
- ii. Provide and maintain radio communication equipment and systems;
- iii. Ensure any equipment provided by QFES or acquired through grants and/or sponsorship, meets all technical and safety requirements as per QFES doctrine and policy; and
- iv. Ensure consultation occurs with the receiving local council where items being provided have a value greater than \$5,000 and/or impose ongoing costs and/or specialist servicing.

5.3.7 Information Technology

- i. Provide technology devices and connectivity to ensure requests for SES assistance are responded to and activity data is timely and accurate; and
- ii. Provide software solutions to support SES operations and activities; currently TAMS, Nexus, Office 365 (Enterprise 1) and the SES Volunteer Portal.

5.3.8 Training

- i. Maintain a training framework including standards, packages, equipment and support materials, to ensure SES members are trained and competent to perform their agreed functions;
- ii. Ensure the timely approval, delivery and processing of training to SES groups; and
- iii. Maintain Registered Training Organisation (RTO) status.

5.3.9 Doctrine and Policy

- i. Develop and maintain current QFES doctrine and policy to provide direction and guidance to the SES for safe, effective and efficient service delivery to the community in accordance with s.131 of the Act;

- ii. Consult with SES Executives and local councils during doctrine and policy development and review; and
- iii. Ensure QFES doctrine and policy is accessible to all local councils and SES groups.

5.3.10 Workplace Health and Safety and Duty of Care

- i. Ensure the SES performs its functions safely and effectively in accordance with the s.131(c)(ii) of the Act;
- ii. Minimise the risks to SES members in regard to their health and safety as a result of performing their functions;
- iii. Ensure SES members are trained, competent and equipped to perform their functions;
- iv. Provide workers compensation and rehabilitation for all SES members; and
- v. Provide psychological and workplace health and safety support.

5.3.11 Financial Support

- i. Provide financial support to the SES through the provision of:
 - a. An annual recurrent subsidy to local council to assist with the costs associated with the operation of the SES;
 - b. An annual 'out of pocket' allowance to SES Executives to off-set the expenses they incur carrying out their duties; and
 - c. A non-recurrent subsidy program to assist local councils with the provision of facilities, vehicles and office equipment.

5.4. Local council agrees to provide the following support:

5.4.1 Appointments

- i. Nominate appropriately qualified persons to undertake the role of Local Controller, including acting positions during temporary absences, in accordance with s.134 (2) of the Act; and
- ii. Participate in the selection process for SES Executives in accordance with QFES doctrine and policy.

5.4.2 Human Resource Management and Support

- i. Support SES Executives to perform their roles.

5.4.3 Operational Arrangements

- i. Provide a disaster response capability for the local government area to effectively deal with an emergency situation or disaster in accordance with the *Disaster Management Act 2003* (Qld) s. 80 (1) (a).

5.4.4 Facilities and Services

- i. Provide and maintain facilities and services appropriate to the agreed functions of the SES group;
- ii. Provide a safe and secure environment for the storage of SES fleet and equipment; and

- iii. Insure facilities and contents including fixtures, fittings and relevant equipment.

5.4.5 Fleet

- i. Provide, or grant access to, vehicle(s) appropriate for the agreed functions of the SES group;
- ii. Coordinate and meet the ongoing maintenance, repairs and operational costs of vehicles, flood boats and trailers;
- iii. Insure agreed flood boats and trailers; and
- iv. Dispose of SES fleet in accordance with QFES doctrine and policy and local council policy.

5.4.6 Operational Equipment

- i. Coordinate and meet the ongoing maintenance, repairs and operational costs of equipment in accordance with manufacturer's instructions, QFES doctrine and policy and local council policy;
- ii. Consult with QFES on the acquisition and replacement of equipment not provided by QFES;
- iii. Consult with QFES on the proposed introduction of any non-standard equipment; and
- iv. Dispose of equipment in accordance with QFES doctrine and policy and local council policy.

5.4.7 Information Technology

- i. Provide access to technology devices, data systems and connectivity links.

5.4.8 Workplace Health and Safety and Duty of Care

- i. Ensure facilities, fleet and equipment used by the SES are maintained in line with manufacturer's instructions, QFES doctrine and policy and local council policy.

6. QFES Doctrine and Policy

- 6.1. The Parties agree to comply with the QFES doctrine and policy. If inconsistency arises between QFES doctrine and policy and local council policy the Parties will work together to resolve the issue.
- 6.2. In the event of any inconsistency between these documents and the MOU, the QFES doctrine and/or policy will prevail.

7. Intellectual Property

- 7.1. Unless expressly provided, nothing in this MOU has the effect of transferring any intellectual property owned or created by either Party, to the other Party.

8. Confidential Information

- 8.1. The Parties agree unless expressly authorised in writing by the other Party or required by law, confidential information will not be disclosed to any third party.

- 8.2. The Parties understand they are bound by privacy laws applicable to them in their respective jurisdictions.

9. Costs

- 9.1. The Parties agree expenses associated with the implementation of this MOU and compliance with legislative requirements remains the responsibility of each Party.
- 9.2. Should costs be incurred that are otherwise not considered by this MOU or the legislative provisions the responsibility for these costs will be subject to negotiation between the Parties.

10. Review and Variation

- 10.1. The MOU may be varied by agreement between the Parties in writing.
- 10.2. It will be sufficient evidence of any agreement to vary a schedule to the MOU if the Parties execute and date a document purporting to be a substitute schedule.
- 10.3. The Parties agree to review the content of the MOU 12 months from the commencement date, and thereafter annually on the anniversary of the initial review, or at such other time as may be agreed by the Parties.

11. Dispute Resolution

- 11.1. A dispute will have arisen when either Party gives notice in writing to that effect to the other.
- 11.2. In the event of a dispute arising, the Parties through their nominated representatives agree to meet at a mutually convenient time and place to discuss resolution within 7 days from the written notice.
- 11.3. If the Parties are unable to resolve a dispute, the matter will be referred to the Chief Executive or delegate of each party.

12. Termination

- 12.1. Either party may, at any time, withdraw from this MOU without legal consequence by providing 30 days written notice to the other party.

13. Relevant Documents

Schedule A to the MOU between the QFES and Douglas Shire Council

Disaster Management Act 2003

Fire and Emergency Services Act 1990

Local Disaster Management Plan

QFES Doctrine and Policies

State Rescue Policy (under review)

Douglas Shire Council Policies and Procedures

14. Definitions

Word or phrase	Definition
Delegate	A person authorised to represent others.
Disaster	A serious disruption in a community, caused by the impact of an event that requires a significant coordinated response by the State and other entities to help the community to recover from the disruption.
<i>Disaster Management Act 2003 (Qld)</i>	An Act to provide for matters relating to disaster management in the State, and for other purposes.
Disaster Management	Arrangements about managing the potential adverse effects of an event, including, for example, arrangements for mitigating, preventing, preparing for, responding to and recovering a disaster.
Disaster response capability	The ability to provide equipment and a suitable number of persons, using the resources available to the local government, to effectively deal with, or help another entity to deal with, an emergency situation or disaster in the local government's area.
<i>Fire and Emergency Services Act 1990 (Qld)</i>	An Act to establish the Queensland Fire and Emergency Service, to establish a fund for particular purposes, to provide for the prevention of and response to fires and emergency.
LDCC	Local Disaster Coordination Centre. A centre established at a local government level as a centre of communication and coordination during times of disaster.
LDMG	Local Disaster Management Group. The group established under the <i>Disaster Management Act 2003 (Qld)</i> to manage disaster planning and operations on behalf of the local government.
Local Government	An elected body that is responsible for the good rule and local government of a part of Queensland <i>Local Government Act 2009 (Qld)</i> . For the purpose of this document referred to as local council.
LGA	Local Government Area. A part of Queensland that is governed by a local government <i>Local Government Act 2009 (Qld)</i> .
Local Council	See Local Government.
Management	The process of dealing with or controlling things or people. In the case of this MOU a consultative process between QFES and local council to determine a desired outcome or objective.
QIT+ Guardian Control Centre	A computer based program which assists to facilitate disaster response strategies for local councils.
QFES	Queensland Fire and Emergency Services. A department under the <i>Public Service Act 2008</i> . QFES is the primary provider of fire and rescue, emergency management and disaster mitigation programs and services throughout Queensland, and includes Fire and Rescue, Emergency Management, Rural Fire Service and the State Emergency Service.
Response	Actions taken in anticipation of, during, and immediately after an emergency to ensure that its effects are minimised, and that people affected are given immediate relief and support. Measures taken in anticipation of, during and immediately after an emergency to ensure its effects are minimised.
SES	State Emergency Service established under s.129 of the <i>Fire and Emergency Services Act 1990 (Qld)</i> .
SES equipment	Equipment provided by QFES and/or local council to be used by the SES to undertake their agreed functions. Including but not limited to: <ul style="list-style-type: none"> - Flood Boat Safety Equipment - General Response Equipment - Incident Management Equipment - Vertical Rescue Equipment - Road Crash Rescue Equipment - Storm Equipment - Traffic Management Equipment - Working Safely at Heights Equipment

Word or phrase	Definition
SES Executive	An SES member who is appointed as a Local Controller, Deputy Local Controller or Group Leader.
SES function	A function of the SES under s.130 of the <i>Fire and Emergency Services Act 1990</i> .
SES Group	Physical location of a group of SES members that provides SES services within a local council area.
SES member	A person who is appointed as an SES member s.132 (1) of the <i>Fire and Emergency Services Act 1990</i> .
SES Unit	A geographical location containing one or more SES Groups. These Units regularly align with local council areas.
Support services	A type of assistance or resource providing help to a particular group of people, especially as provided by a government or local authority. In the case of this MOU will include administration, human resource and financial management, logistics and maintenance.

Signed by the Parties on the dates set out below:

.....
Signed by **Peter Jeffrey**
Assistant Commissioner
State Emergency Service
Queensland Fire and Emergency Services

.....
Signed by
Chief Executive Officer
Douglas Shire Council

Dated: / /
.....

Dated: / /
.....

SCHEDULE A LOCAL ARRANGEMENTS

Memorandum of Understanding

BETWEEN

THE STATE OF QUEENSLAND

acting through the Queensland Fire and Emergency Services

AND

DOUGLAS SHIRE COUNCIL



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1. Introduction

- 1.1. The Local Arrangements between Queensland Fire and Emergency Services (QFES) and Douglas Shire Council hereinafter referred to as “the Parties”, builds on the Memorandum of Understanding (MOU) between the Parties.
- 1.2. These local arrangements take into account functions accorded to local government areas, local hazards and the capability and capacity of each of the Parties.

2. Functions

- 2.1. As determined by QFES, in consultation with Douglas Shire Council, the functions of the SES groups in the Douglas Shire Council area are:

Group Name	Agency Support	Flood Boat Response	Incident Management	Road Crash Rescue	Search	Special Rescue	Storm Damage Operations	Traffic Management	Vertical Rescue
Alexandra Bay	YES	NO	NO	YES	YES	NO	YES	NO	NO
Mossman	YES	YES	YES	NO	YES	NO	YES	NO	NO

3. Operational Arrangements

- 3.1. The SES will be tasked and commanded by the Local Controller;
- 3.2. QFES will provide coordination and support to the Local Controller as necessary;
- 3.3. When Stood Up, the LDMG will typically set priorities for the event/s;
- 3.4. If a disaster exceeds the capability or capacity of the SES in the local government area and an SES Coordinator appointed, in accordance with s.137 of the Act, they will:
 - i. Coordinate the performance of SES functions in the local government areas for which they have been appointed in circumstances where SES resources are made available within the local government areas from outside the local government areas;
 - ii. Provide advice to Local Controllers about:
 - a. SES functions;
 - b. Managing the safety and fatigue of the members; and
 - c. Logistical and financial matters.
 - iii. Perform other functions agreed between the SES Coordinator and the Local Disaster Coordinator;
 - iv. Have regard to:
 - a. The advice of the Local Disaster Coordinator; and
 - b. Any applicable disaster management plans.
- 3.5. For agency requested activations:
 - i. The requesting agency will be responsible for costs, such as food and accommodation, specific to the event;
 - ii. Douglas Shire Council retains the right to negotiate cost recovery for costs such as fuel, maintenance and repairs incurred as a result of the request for assistance, if they choose so;
 - iii. This will also apply if the SES responds to another Local Council area; and
 - iv. If this response is at the request of QFES, QFES accepts responsibility for all such costs incurred in relation to such deployments, including but not limited to any necessary repairs and maintenance.
- 3.6. For activated "NDRRA" or "SDRA" events:
 - i. Douglas Shire Council will include all eligible costs for repair and maintenance of equipment used during an SES response, and the replacement of equipment not provided by QFES in their NDRRA/SDRA claim; and
 - ii. QFES will include all eligible costs incurred relating to the replacement of equipment used during an SES response and provided by QFES in their NDRRA/SDRA claim.

4. Facilities and Services

- 4.1. Douglas Shire Council is responsible for providing accommodation and services appropriate to the agreed functions of the SES groups.
- 4.2. The facilities provided by Douglas Shire Council to support SES operations and activities are:

Group Name	Headquarters or Depot	Location
Alexandra Bay	Headquarters	Lot 69 Tea Tree Road, Diwan, Queensland, 4873
Mossman	Headquarters	64-66 Front Street, Mossman, Queensland, 4873

Note:

- 1. Local councils can apply to QFES through the SES Non Recurrent Grant Program for a grant to assist with the provision of suitable accommodation. QFES does not guarantee the success or otherwise of such applications.

4.3. Responsibilities for facilities and services are in accordance with the following:

	QFES	Local Council	Additional Information
Maintenance and Repairs		✓	
Grounds Maintenance		✓	
Security		✓	
Insurance – Facility and Contents		✓	
Electricity		✓	
Telephone		✓	
Council Rates and Associated Charges		✓	
Office Equipment		✓	Includes desks, chairs, photocopiers, printers, televisions, projectors etc.
Consumables		✓	Includes paper, cartridges and stationery.

Note:

1. The parties will consult and negotiate acceptable arrangements for shared facilities and reference under Section 8 Special Conditions.

5. Fleet

- 5.1. The fleet items currently in service and provided for SES operations and activities are detailed in Annex A.
 5.2. Responsibilities for fleet items are in accordance with the following:

	QFES	Local Council	Additional Information
Vehicles			
Provision and Replacement ¹	✓		Council does not wish to accept responsibility for replacement of vehicles
Ownership		✓	
Registration	✓		
Insurance	✓		
Maintenance and Repairs ²		✓	
Operational Costs ²		✓	
Disposal		✓	
Flood Boats			
Provision and Replacement	✓		
Ownership		✓	
Registration	✓		
Insurance		✓	
Maintenance and Repairs ²		✓	
Operational Costs ²		✓	
Disposal		✓	
Trailers			
Provision and Replacement	✓		
Ownership		✓	
Registration	✓		
Insurance		✓	
Maintenance and Repairs ²		✓	

	QFES	Local Council	Additional Information
Operational Costs ²		✓	
Disposal		✓	

Note:

1. Local councils can apply to QFES through the SES Non Recurrent Grant Program for a grant to assist with the purchase of a suitable vehicle. QFES does not guarantee the success or otherwise of such applications.
2. In the event that resources are deployed outside of the local council area at the request of QFES, QFES accepts responsibility for all such costs incurred in relation to such deployments, including but not limited to any necessary repairs and maintenance. This include authorised training activities.

6. Operational Equipment

- 6.1. The operational equipment currently in service and provided for SES operations and activities is detailed in Annex B.
 6.2. Responsibilities for operational equipment items are in accordance with the following:

	QFES	Local Council	Additional Information
Operational Response Equipment			
Provision and Replacement	✓		
Ownership		✓	
Maintenance and Repairs		✓	
Operational Costs		✓	
Disposal		✓	
Road Crash Rescue Equipment			
Provision and Replacement	✓		
Ownership		✓	
Maintenance and Repairs	✓		
Operational Costs		✓	
Disposal		✓	
Communications Equipment			
Provision and Replacement	✓		
Ownership	✓		
Maintenance and Repairs	✓		
Disposal	✓		
Uniforms, Personal Protective Clothing and Equipment			
Provision and Replacement	✓		
Ownership	✓		

Note:

- Any operational equipment purchased for, or donated to, an SES group must meet the requirements of QFES doctrine and policy and local council policy.
- With the exception of communications equipment all operational equipment becomes the property of the local council. This includes equipment purchased by an SES support or social groups.

7. Information Technology

- 7.1. Information technology devices currently in service and provided for SES operations and activities are detailed in Annex C.
 7.2. Responsibilities for information technology are in accordance with the following:

	QFES	Local Council	Additional Information
Provision and Replacement		✓	
Ownership		✓	
Maintenance and Repairs		✓	
Internet Access		✓	
Mobile Phones and Pagers		✓	
IT Support <ul style="list-style-type: none"> - TAMS - Nexus - Office 365 (Enterprise 1) - SES Volunteer Portal 	✓		
IT Support <ul style="list-style-type: none"> - Software excluding the above - Hardware excluding TAMS iPads 		✓	
TAMS iPads			
Provision and Replacement	✓		
Ownership	✓		
Maintenance and Repairs	✓		
Mobile Data	✓		
IT Support	✓		

8. Special Conditions

- 8.1. Additional conditions outside the normal local arrangements are:
i.

(Examples under development)

9. Relevant Documents

Memorandum of Understanding between QFES and Douglas Shire Council

10. Definitions

Refer to Section 14 Memorandum of Understanding between QFES and Douglas Shire Council

Signed by the parties on the dates set out below:

.....
Signed by **Peter Jeffrey**
Assistant Commissioner
State Emergency Service
Queensland Fire and Emergency Services

Dated: / /
.....

.....
Signed by
Chief Executive Officer
Douglas Shire Council

Dated: / /
.....