

30 JUL 2012

BY:.....

MEMORANDUM OF AGREEMENT

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

BETWEEN THE DEPARTMENT OF COMMUNITY SAFETY acting through Emergency Management Queensland

AND THE LOCAL GOVERNMENT OF



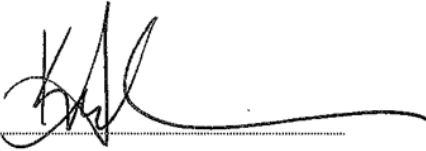
**Queensland
Government**



**Sunshine Coast
Council**

Memorandum of Agreement
Between the Department of Community Safety and Local Governments

SIGNED BY THE PARTIES ON THE DATES SET OUT BELOW:


.....
Director-General
Department of Community Safety


.....
Chief Executive Officer
.... SCRC ... Local government

Dated: 24/07/12

Dated: 16/7/12

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1 INTRODUCTION

Volunteers of the Queensland State Emergency Service (SES) are an integral part of Queensland's emergency management arrangements.

SES members prepare for and respond to a wide range of emergency situations that contribute significantly to the safety of the citizens of Queensland, and their value and importance is widely recognised throughout the community.

The individual and collective needs of SES members in both operational and non operational situations must be considered and protected if they are to deliver their services safely, effectively and efficiently.

This Memorandum of Agreement (MOA) between the Department of Community Safety (DCS), acting through Emergency Management Queensland (EMQ) and local governments, hereinafter referred to as "the parties", builds on the co-operative arrangements for SES management and supporting services which have long existed between the parties.

It recognises that each party has skills, expertise and resources that when combined, can provide an enhanced mix of resources and services to collaboratively manage and support the SES.

This MOA also recognises the distinct responsibilities of each party that have been agreed to.

2 PREAMBLE

In 1997, a Protocol was established between the Local Government Association of Queensland (LGAQ) and the Queensland Government to guide the relationship between the parties in all matters pertaining to the provision, maintenance and management of the Queensland Disaster Management System, including the provision, coordination and management of SES units.

This Protocol was developed under the auspices of the *State Counter Disaster Organisation Act 1975* (since repealed) but was subsequently revised and reissued in 2003 to align with the *Disaster Management Act 2003*.

In 2005, the Queensland Disaster Management Alliance was established between the LGAQ (for and on behalf of local governments) and the State of Queensland (through the then Department of Emergency Services). The Alliance provides a forum for discussion regarding disaster management, however it does not provide guidance to the state and local governments on the management and support of the SES.

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3 PURPOSE

This MOA is intended to formalise the relationship between the parties in all matters pertaining to the establishment, management, maintenance and support arrangements of the SES. It sets out arrangements for co-operation and co-ordination of resources and describes the situations in which each party agrees to operate in a partnering arrangement.

In particular, the MOA seeks to build on the existing commitment of both the Queensland Government through EMQ and local government to support their respective roles in managing and supporting the SES. The MOA recognises the history of shared responsibility and the importance of continued strong partnership between the parties.

The MOA also provides guidance to both parties, additional to that which is stated or implied in the *Disaster Management Act 2003*, and further defined in SES Operations Doctrine.

The MOA seeks to:

- i. facilitate:
 - a co-operative approach between the parties for the shared administration of the *Disaster Management Act 2003*, in respect of the SES;
 - an agreement of the roles, responsibilities and obligations of the parties within that context;
 - the cost-effective use of resources devoted to the management of the Queensland SES; and
 - the effective integration of operational demands arising under the *Disaster Management Act 2003* with the ongoing operations of local government.
- ii. ensure that the regulatory and decision making processes of the parties in relation to the SES are closely integrated and better informed;
- iii. avoid overlap and conflict between the provision of services; and
- iv. provide for sharing information between the parties in the context of their agreed roles in relation to support of the SES.

4 SCOPE

This MOA is intended as a strategic outline and does not address operational detail.

The content of the MOA is intended to reflect the circumstances and situation of the relationship between local governments and EMQ on behalf of the SES.

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At no time now or in the future will the actions by the parties to fulfil their obligations create any ongoing requirement to do so. Neither will those actions continue any financial or legal obligation.

Any prior obligation (whether financial or other) of either party shall continue in the same manner as was the case prior to this MOA.

This MOA shall not form any new legal obligation on either party.

5 ROLE OF PARTIES

These roles will include the obligations of the parties under the provisions of the current legislation, as amended from time to time.

5.1 EMQ AGREES to:

APPOINTMENTS

- i. recruit and appoint people in accordance with Section 84 (1) and (2) of the Disaster Management Act 2003, to be an SES member;
- ii. define the roles and responsibilities of local controllers and other SES Executives;
- iii. undertake, with local government, a merit based recruitment and selection process, as required under Section 85 of the Disaster Management Act 2003, to identify a suitable person to be nominated by the local government for appointment as local controller; and
- iv. undertake a merit based recruitment and selection process to appoint other SES Executives.

OPERATIONAL ARRANGEMENTS

Provide a structure that will ensure the most efficient and effective use of SES resources during activations and deployments for disasters, major emergencies and significant incidents within Queensland. The structure will specifically:

- i. provide assistance to local controllers to manage SES responses when the volume of taskings exceeds the local capacity for events;
- ii. support SES deployments to other local government areas and interstate including arranging transport, accommodation and logistics for deployments as per SES Operations Doctrine and Section 87(2) (b) of the *Disaster Management Act 2003*;

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- iii. promote the Australasian Inter-service Incident Management System (AIIMS) to provide consistency in the management of emergencies, disasters and significant incidents involving the SES;
- iv. provide a common point of contact for use by the community to contact the SES units and groups - currently the 132 500 hotline;
- v. provide a common tasking system for use by the SES in locations where the appropriate supporting communications links and computer hardware is available - currently RFA Online; and
- vi. enable consultation with the local government regarding improvements to the operational arrangements.

EQUIPMENT

- i. centrally purchase approved standard equipment to take advantage of significant economies of scale and ensure consistency with equipment issue and use;
- ii. provide, maintain and replace radio communications equipment and systems that are used by the SES;
- iii. ensure SES members are provided with the requisite standard of equipment to perform their respective approved functions;
- iv. ensure the plant and equipment issued is both sufficient and safe, and meets the requirements of the SES group's approved functions;
- v. ensure that any equipment provided by EMQ or acquired through fundraising/grants/sponsorship, meets all technical and safety requirements as per EMQ specifications and/or SES Operations Doctrine;
- vi. undertake to continually revise and update specifications and doctrine for equipment in order to maintain currency with emerging trends and requirements;
- vii. determine with local governments arrangements for the most efficient registration and insurance of vehicles, trailers, caravans and other items of equipment; and
- viii. liaise with local government in relation to the acquisition and replacement of SES small plant and equipment not provided by local government.

FUNCTIONS

- i. In accordance with Section 87 of the *Disaster Management Act 2003*, and in consultation with local government, determine and agree on the functions of all SES groups within the local government areas and inform the local government and those SES groups in writing, of these functions.

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FUNDING ARRANGEMENTS

- i. provide financial support to the SES through the following:
 - purchase of major items of equipment (including radio communications equipment) uniforms and Personal Protective Equipment (PPE);
 - provision of accredited and non-accredited training including materials and resources;
 - registration and insurance of agreed vehicles and equipment;
 - local government subsidies; and
 - Volunteer Executive Allowances.

DOCTRINE

- i. in accordance with Section 83 of the *Disaster Management Act 2003*, develop policies to help the SES perform its functions effectively and efficiently;
- ii. produce SES Operations Doctrine through a consultation process with SES Executives, local governments and EMQ officers to facilitate the effective operation of the SES; and
- iii. distribute the approved SES doctrine and policies to all SES units and groups and EMQ offices.

SUPPORT

- i. in accordance with Section 83 of the *Disaster Management Act 2003*, establish management and support services for the SES;
- ii. provide administrative, managerial and advisory services (including psychological and workplace health and safety support);
- iii. monitor and implement initiatives based on recruitment, retention, training and equipment needs;
- iv. maintain data on memberships of the SES; and
- v. provide personnel administration and management for SES members.

TRAINING

- i. provide a structure for the training of SES members and in particular:
 - develop training packages based on national training competencies;

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- maintain Registered Training Organisation (RTO) status;
- develop and monitor training standards;
- provide training equipment and support materials;
- provide skills training relevant to the approved functions of the SES;
- provide accredited trainers to support the delivery of training to SES members;
- develop and monitor SES volunteer trainers; and
- maintain training records to include the competencies of SES members.

WORKPLACE HEALTH AND SAFETY AND DUTY OF CARE

- i. ensure that SES members are competent and properly trained;
- ii. ensure the provision of safe SES plant, equipment, appliances and personal protection;
- iii. minimise the risks to SES members in regard to their health and safety as a result of performing SES functions; and
- iv. enter into a contract of insurance for workplace health and safety to insure SES members.

CODE OF CONDUCT

- i. provide a Code of Conduct for SES members that will be distributed to all SES units and groups.

DISMISSAL

- i. maintain doctrine that details the procedures to be followed when disciplinary action is required for SES members; and
- ii. carry out disciplinary actions in relation to SES members in accordance with doctrine and in partnership with the local government.

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5.2 LOCAL GOVERNMENT AGREES to -

APPOINTMENTS

- i. undertake, with EMQ, a merit based recruitment and selection process, as required under Section 85 of the Disaster Management Act 2003, to identify a suitable person to be nominated for appointment as local controller;
- ii. nominate appropriately qualified persons to undertake the role of a SES local controller;
- iii. participate in the selection process for other SES executives in accordance with SES Operations Doctrine;
- iv. ensure the appointment of an acting local controller during any absences of the Local Controller by nominating a SES member to EMQ for endorsement; and

COORDINATION

- i. recognise and support a single structure for coordinating SES responses during deployments, major emergencies and significant events; and
- ii. recognise the role of EMQ in administrating, supporting and managing SES units when deployed to assist other local government areas (Section 87 of the *Disaster Management Act 2003*).

ACTIVATIONS, TASKINGS AND DEPLOYMENTS

- i. agree that the activation, tasking and deployment of the SES is a shared arrangement between the local government through the Local Disaster Coordination Centre, state agencies who request assistance from the SES, the public through 132 500, other contact avenues, and EMQ;
- ii. agree that the SES can receive Requests for Assistance (RFA) from a number of sources which include local government, Local and District Disaster Management Groups, Queensland Police Service, the public through 132 500, and other emergency service organisations.
- iii. accept that the command of the SES is undertaken by the Local Controller.
- iv. accept that the support, management and coordination of the SES may be carried out by EMQ when necessary;
- v. agree that the deployment of additional SES resources to areas requiring SES assistance will be coordinated by EMQ;
- vi. for activations that do not require the LDMG to be stood up, acknowledge that the SES Unit/Group will be commanded and tasked by the Local Controller;

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- vii. acknowledge that when stood up, the Local Disaster Management Groups (LDMGs) will set priorities for the local SES Unit and provide appropriate taskings;
- viii. accept that when a number of LDMGs are stood up, the EMQ Regional Office may coordinate the provision of extra SES members from within the region; and
- ix. accept that when multiple LDMGs are stood up across the state, the coordination of deployments of SES members to an event outside their home area will be carried out by the SES State Operations Coordination Centre.

EQUIPMENT

- i. meet the ongoing operational costs of plant and equipment for SES groups;
- ii. ensure that all non-standard issued plant and equipment is approved for use in accordance with SES Operations Doctrine;
- iii. provide a safe and secure environment for the storage of SES plant and equipment;
- iv. ensure all equipment operated by the SES is maintained in line with EMQ specifications and/or SES Operations Doctrine/DUCOTs;
- v. coordinate and fund the maintenance and repair of SES plant and equipment in accordance with DUCOTs / SES Operations Doctrine;
- vi. insure all SES plant and equipment not insured by EMQ in accordance with SES Operations Doctrine; and
- vii. liaise with EMQ in relation to the acquisition and replacement of SES plant and equipment not provided by EMQ.

SUPPORT

- i. support SES groups through the provision and maintenance of accommodation appropriate to the approved functions of the SES Group;
- ii. support SES groups through the provision of, or access to, registered and insured vehicle(s) appropriate to the approved functions of the SES Group;
- iii. support SES groups with access to computers, data systems and communication links to enable the use of RFA Online;
- iv. ensure instructions and/or guidance of SES members aligns with DCS policy and SES Operations Doctrine; and
- v. include SES in key strategic and management documents used by local government.

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5.3 BOTH PARTIES AGREE to:

- i. the shared goal of working for the good of the community in relation to disaster management and SES operations;
- ii. maintain cooperative and supportive working relationships between SES members, EMQ staff and local government staff;
- iii. 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 groups;
- iv. acknowledge the roles and responsibilities of SES units/groups are guided by the *Disaster Management Act 2003* and SES Operations Doctrine;
- v. acknowledge that each party has an obligation to provide funding for activities and functions related to SES units/groups;
- vi. acknowledge that local controllers are responsible to ensure that their SES unit functions efficiently and effectively;
- vii. work to sustain optimum levels of membership to maintain the agreed functions of SES groups in local government areas;
- viii. work together to implement common systems or procedures to ensure requests for SES assistance are met in a timely manner and data can be collected and reported on the activities of those units and groups;
- ix. keep each other informed of actions by each other and of others which may impact on SES matters through identification of points of contact in each party, and regular correspondence and meetings between those points of contact;
- x. ensure all SES assets are disposed of in accordance with EMQ Specifications and/or SES Operations Doctrine; and
- xi. work together to complete a local arrangements document (Schedule A) that contains the details of how the principles in this document are to be implemented, should local variations be necessary which when attached and signed becomes part of this MOA.

6 SES OPERATIONS DOCTRINE

The parties agree to comply with the SES Operations Doctrine. In the event of any inconsistency between the doctrine and this MOA, the SES Operations Doctrine will prevail.

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7 OPERATION

This MOA will commence the date both parties have signed and shall be valid for a period of three (3) years.

The parties agree the Department of Community Safety or its successor (through EMQ) shall assume responsibility to amend this MOA and (if required) do all things necessary to continue this or a similar arrangement in future.

8 REVIEW AND VARIATION

The parties agree to review the content of the MOA twelve months from the commencement date.

This MOA may be varied at any time by an agreement in writing executed by both parties.

9 COSTS

The parties agree that expenses associated with the implementation of this MOA and compliance with legislative requirements remains the responsibility of each party.

The existing financial arrangements between the parties will continue.

Should the Schedule A as provided or as tailored not identify specifically who is responsible for costs when undertaking certain activities or in relation to certain issues, allocation or division of any costs will be subject to negotiation between the parties.

10 TERMINATION

Either party may at any time terminate this MOA by providing 30 days written notice to the other.

11 CONFIDENTIALITY

The parties shall not, except as expressly authorised by the parties or required by law, reveal to any person any of the confidential operations, dealings, or affairs of the other which may come to its knowledge through carrying out of the MOA, and without limitation to the foregoing, shall not use or attempt to use any information or knowledge aforesaid in any manner which may injure or cause loss either directly or indirectly to the other.

The parties shall ensure their servants and agents also observe the provisions of this clause.

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12 PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

Where the parties have access to Personal Information in order to fulfil its obligations under this MOA, they must:

- i. ensure that personal information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- ii. not use personal information other than for the purposes of this MOA, unless required or authorised by law;
- iii. not disclose personal information without the written agreement of the department or any other persons authorised in writing by the department, unless required by law to do so;
- iv. ensure that only authorised personnel have access to personal information;
- v. immediately notify the department if it becomes aware that a disclosure of personal information is, or may be required or authorised by law; and
- vi. comply with such other privacy and security measures as the department reasonably advises the Council in writing from time to time.

The local government must immediately notify the department upon becoming aware of any breach of this clause.

“**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

13 ISSUES RESOLUTION

For the purpose of this clause, a dispute will have arisen when either party gives notice in writing to that effect to the other.

The parties agree to use their best endeavours to settle any dispute arising in connection with this MOA in good faith by negotiation or mediation.

Where possible, issues are to be handled at the local level before being escalated to higher levels for resolution.

In the event that the parties are unable to resolve a dispute, the matter will be referred to the Chief Executive of each party.

The parties agree time is of the essence to deal with and settle a dispute.

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14 14 INTERPRETATION

Coordination - bringing resources of organisations together to meet requirements imposed by the threat or hazard impact.

DM Act - *Disaster Management Act 2003*.

Disaster - is a serious disruption, caused by the impact of an event that requires a significant coordinated response by the state and other entities to help the community recover from the disruption.

Disaster Management - the organisation and management of resources and responsibilities for dealing with all aspects of emergencies, in particularly mitigation, preparedness, response and recovery.

EMQ - Emergency Management Queensland.

LGA – local government Area.

LGAQ – Local Government Association of Queensland

MOA – this document and all schedules to this document.

Response - involves coordinating and directing whole-of-government resources and actions in responding to an emergency. Trained and equipped personnel are required to deal with any emergency situation.

SES – State Emergency Service established under Section 81 of the *Disaster Management Act 2003*.

SES equipment - equipment provided by the department and/or local government to be used by the SES.

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 Section 82 of the *Disaster Management Act 2003*.

SES group – physical location of a group of SES members that provides SES services.

SES member – a person who is appointed, under Section 84(1) of the *Disaster Management Act 2003*.

SES unit – a location containing one or more SES groups. These units regularly align with local government areas.

SES vehicle – a vehicle of the SES.

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15 RELEVANT DOCUMENTS

Schedule A to The Memorandum of Agreement between the Department of Community Safety and [local government]

Disaster Management Act 2003

SES Operations Doctrine

State Rescue Policy