



City of  
**Greater Geraldton**  
a vibrant future



SHIRE OF  
**Chapman Valley**  
*love the rural life!*

# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF GREATER GERALDTON

SHIRE OF CHAPMAN VALLEY

IN RELATION TO

THE OPERATIONS OF THE

**BATAVIA LOCAL EMERGENCY MANAGEMENT COMMITTEE**

## 1. Parties to the Memorandum of Understanding

### CITY OF GREATER GERALDTON

(ABN 55 907 677 173) of, PO Box 101, Geraldton WA 6532

### SHIRE OF CHAPMAN VALLEY

(ABN 46 173 809 199) of, PO Box 1, Nabawa WA 6532

The Batavia local Emergency Management Committee (BLEMC) is established to coordinate emergency management issues,

The contact person for each member Local Government will be:

- City of Greater Geraldton - the Coordinator of Emergency management - (08) 9956 6766
- Chapman Valley – the CEO - (08) 9920 5011

## 2. Definitions

In this agreement, unless the contrary intention appears:

**'Act'** refers to the *Emergency Management Act 2005*.

**'Agreement'** means this Memorandum of Understanding document.

**'BLEMC'** refers to the Batavia Local Emergency Management Committee.

**'CGG'** refers to the City of Greater Geraldton.

**'DEMC'** refers to the District Emergency Management Committee.

**'HMA'** refers to the Hazard Management Agency.

**'BLEMA'** refers to the Batavia Local Emergency Management Arrangements covering both member LGAs.

**'LGA'** refers to a Local Government Authority.

**'MOU'** refers to the Memorandum of Understanding

**'SCV'** refers to the Shire of Chapman Valley.

**'SEMC'** refers to the State Emergency Management Committee.

### 3. Background

The Emergency Management Act 2005 requires Local Governments to establish one or more local emergency management committees for the Local Government district [S38].

Two or more Local Governments may, with the approval of the SEMC, agree to unite for the purposes of emergency management. If two or more Local Governments unite the provisions of Section 34(2) apply i.e.

*If 2 or more Local Governments (the **combined Local Government**) unite as mentioned in subsection (1), the provisions of this Part apply as if —*

- (a) a reference to a Local Government were a reference to the combined Local Government; and*
- (b) a reference to the Local Government's district were a reference to the districts of the combined Local Government; and*
- (c) a reference to the Local Government's offices were a reference to the office of each Local Government that is part of the combined Local Government.*

The Local Governments share similar geographic environments, the same event situations, and the state agency representatives are identical in both.

### 4. Guiding Principles & Obligations

- a. This Memorandum of Understanding recognises the common objectives of the BLEMC with regard to emergency management in the region comprised of the two member Local Government districts.
- b. The Memorandum of Understanding is designed to ensure both parties have a clear understanding of their obligations as a member of the BLEMC
- c. The Batavia BLEMC agree that both member Local Governments will fully participate, and be active in the administration and the ongoing legislative requirements of the combined BLEMA. This will not be left to the LGA undertaking the executive and secretariat functions of the BLEMC at the time.

The Combined BLEMA will include Sub-plans relevant to each LGA area (e.g. Coronation Beach Hazard Management Plan, Abrolhos Islands Plans, Animal Welfare Plan and Recovery Plan, etc.)

- d. The LGA responsible for the Executive and Secretariat function of the BLEMC will be required to:
  - Convene meetings in consultation with the BLEMC Chair.
  - Compile and distribute Agendas
  - Compile and distribute Minutes
  - Update contact list with amendments provided by all participating Core and Ordinary BLEMC Members.
  - Each LGA/Core/Ordinary member will distribute to their organisation stakeholders the BLEMC Agenda & Minutes as they see fit. This will not be the responsibility of the BLEMC Executive/Secretariat.
  - All other executive and secretariat functions will be carried out by the member LGA or any other Core/Advisory Member responsible for and/or leading any particular project or activity approved by the BLEMC.

- The BLEMC will offer members alternative solutions for attending BLEMC meetings, such as teleconference, video-conferencing, Skype and other relevant tools. The meeting will predominantly be held at the CGG; however, the LGA chairing the BLEMC can resolve to conduct meeting at other venues if required or requested.

## 5. Membership

Membership of the BLEMC will comprise of the following. However, this list can be amended as determined and agreed to by both Local Governments.

### Core Members

Invited Reps	Representatives	HMA Y/N	Voting Delegates
<b>Local Government Authorities</b>			
<b>City of Greater Geraldton</b>			
2	Elected Members (as determined by the LGA & Inclusive of the Chair)	Y	3
1	Chief Executive Officer (or CEO's delegated representative) -or- LG Local Recovery Coordinator		
<b>Shire of Chapman Valley</b>			
2	Elected Members (as determined by the LGA & Inclusive of Chair)	Y	3
1	Chief Executive Officer (or CEO's delegated representative) -or- LG Local Recovery Coordinator		
<b>Other Departments/Organisations</b>			
1	<b><u>WA Police:</u></b> Local Emergency Coordinator/OIC– CGG	Y	1
1	Local Emergency Coordinator/OIC– Chapman Valley		
1	Local Emergency Coordinator/OIC– Mullewa		
1	Dept. Primary Industry & Regional Development	Y	1
1	Dept. Fire & Emergency Services	Y	1
1	Dept. Biosecurity Conservation & Attractions	Y	1
1	Dept. Health	Y	1
1	Brookfield Railway (Arc Infrastructure)	Y	1
1	Dept. of Transport	Y	1
1	Dept. of Communities	N	1
<b>TOTAL NO. VOTING DELEGATES</b>			<b>14</b>

*Note: A Quorum is a Minimum of 50% of Voting Delegates*

*\* WAPOL members will retain the position of Local Emergency Coordinators for their specific areas.*

<b>One (1) Non-Voting Member per Organisation Listed Below</b>
Aboriginal Representative Groups
Aged Care Groups/Facility Operators
Alinta Gas
Aurizon
Australian Customs
Bureau of Meteorology (BoM)
City of Greater Geraldton – Airport
City of Greater Geraldton – BFB
Central West TAFE
Chambers of Commerce
Cultural and Linguistically Diverse Groups [CaLD]
Dept. Education
Dept. Fisheries
Dept. Human Services (Federal)
Geraldton Prison
Geraldton Regional Hospital
Geraldton State Emergency Services
Geraldton Volunteer Marine Rescue
Industry Groups
Main Roads WA
Major Nursing Homes
Media
Mid West Port Authority
Red Cross
Salvation Army
Shire of Chapman Valley - BFB
St John of God Hospital
St Johns Ambulance – Regional Manager
Telstra
WA Country Health Services
Water Corporation
Western Power
<i>*Note: The BLEMC has the discretion to expand or reduce this list</i>

## 6. Appointment of Committee Chair & Provision of Secretariat Support

The BLEMC Chair, Executive & Secretariat will be a two year appointment. Every two years the BLEMC will rotate the Executive Committee roles.

The two year rotation will be as follows:

<b>Commencement of Period</b>	<b>Chair</b>	<b>Deputy Chair</b>	<b>Executive Officer &amp; Secretariat</b>
Up to November 2024	Elected Member (CGG)	Elected Member (SCV)	CGG
Up to November 2026	Elected Member (SCV)	Elected Member (CGG)	SCV
Up to November 2028	Elected Member (CGG)	Elected Member (SCV)	CGG



Commencement of Period	Chair	Deputy Chair	Executive Officer & Secretariat
Up to November 2030	Elected Member (SCV)	Elected Member (CGG)	SCV
Up to November 2032	Elected Member (CGG)	Elected Member (SCV)	CGG
Up to November 2034	Elected Member (SCV)	Elected Member (CGG)	SCV
Up to November 2036	Elected Member (CGG)	Elected Member (SCV)	CGG
Up to November 2038	Elected Member (SCV)	Elected Member (CGG)	SCV
Up to November 2040	Elected Member (CGG)	Elected Member (SCV)	CGG

## 7. Recovery

The BLEMC Recovery shall include, yet is not limited to the following:

- One Local Recovery Committee
- One Local Recovery Plan with Sub-plans
- Two Local Recovery Coordinators responsible for their own areas
- Cross Boundary Events
- Communication Procedures

## 8. Exercise Management – Annual Requirement – Cross Boundary Scenario

SEMP 2.5 - Local Governments are to develop and conduct exercises to help build collaborative emergency management awareness at the local level. The BLEMC may assist with this role.

Local Governments are to ensure exercising is undertaken at least each financial year, and a post exercise report is submitted to the DEMC Executive Officer, in accordance with ADP - 5 Emergency Management for Local Government.

These Exercises can include the following formats:

- Table top
- Field or Full Deployment
- Real Events involving Multiple Agencies

Each LGA shall coordinate the support and active participation, or full coordination, from the relevant HMA's as required regarding exercises.

## 9. Annual Reporting

LGAs will each be responsible for their own Annual Reporting. The Executive Officer of the BLEMC will assist by providing each Local Government with the BLEMC data they have for the LGAs to compile the Annual Reporting (e.g. meeting dates, etc.).

## 10. Emergency Risk Management

BLEMC, in consultation with the District's Emergency Management Adviser-DFES, is to workshop and identify risks and their potential treatment measures affecting both LGAs in accordance with AS/NZS ISO 31000:2018 Risk Management Australian Standards. This is to occur as and when required.

## 11. Meeting Dates

Unless otherwise agreed to by the BLEMC the following will be months during which the BLEMC meeting will be held each financial year:

1 <sup>st</sup> Quarter.	2 <sup>nd</sup> Quarter.	3 <sup>rd</sup> Quarter.	4 <sup>th</sup> Quarter.
August	November	February	May

## 12. Commencement and term

The BLEMC will commence when the Shire of Northampton formally notifies the SEMC of their withdrawal from the Batavia Local Emergency Management Committee.

The term has not been set to a finite date as this will be determined by the member LGAs.

## 13. Relationship between the parties

Both parties remain independent entities operating in their own right. The relationship will be one of cooperative mutual support. A high level of integrity and mutual regard shall govern the relationship.

The agreement is binding only on the basis of integrity and mutual respect and does not represent a legally binding commitment.

## 14. Insurance and Indemnity

### 14.1. Insurance

Each member must maintain sufficient insurance, including but not limited to worker's compensation insurance, Directors' and Officers' liability, personal accident insurance for volunteers and public liability insurance to cover its potential liability in conducting activities under this Agreement, and must whenever required by the BLEMC produce a certificate of currency in relation thereto.

### 14.2 Indemnity

Each member indemnifies others from and against any loss, including legal costs, incurred by a member or its officers, employees and agents arising from any claim, suit, demand, action or proceeding against any member or its officers, employees and agents where such loss or liability was caused by:

- a. any act or omission by a member (including any of its Personnel) in connection with this Agreement;
- b. any breach by a member (including any of its Personnel) of its obligations or warranties under this Agreement;
- c. any unauthorised use or disclosure by a member (including its Personnel) of Confidential Information held or controlled in connection with this Agreement; and
- d. any wilful or negligent or unlawful act or omission of the member arising out of or in connection with the Project or the Delivery Organisation's obligations under this Agreement.

## 15. Intellectual Property

The ownership of any Intellectual Property developed or created as a result of this Agreement belongs to the organisation responsible for creating it, or jointly as appropriate.


## 16. Variation to the Memorandum of Understanding

Any party may request a review of the Memorandum of Understanding, and or any of its Sections. Amendments shall be in writing and agreed to by each of the LGAs.

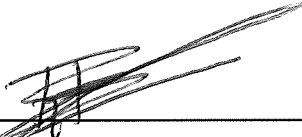
## 17. Dispute Resolution

- a. Any disputes arising as a result of the implementation of this Agreement shall be set down in writing and submitted to the other parties to this agreement. Within seven (7) days of receipt of such notice, the parties shall meet to consider the matter and will at this meeting:
  - i. Review and resolve the matter if it is within its delegated authority and/or
  - ii. Resolve that the matter requires further investigation and instigate it and/or
  - iii. Recommend action to the management of both parties where necessary.
- b. The parties should review such resolution or recommendations within 7 days of the initial meeting.
- c. In the event the parties are unable to resolve the matter, or the matter is outside its delegated authority, and the management of both parties cannot agree, the matter will be referred to a mutually acceptable independent arbitrator.

## Signatures

  
 \_\_\_\_\_  
 Chief Executive Officer  
 Shire of Chapman Valley

Date: 15/8/2022

  
 \_\_\_\_\_  
 Chief Executive Officer  
 City of Greater Geraldton

Date: 15/8/22