

Memorandum of Understanding
Between Tweed Shire Council AND NSW State Emergency Service

April 2013

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1. Introduction

The NSW State Emergency Service (SES) and Tweed Shire Council (Council) have a long and proud history of working together to ensure the communities they serve and protect receive the best services possible that build community resilience, capacity and confidence.

The functions of the SES are to protect persons from dangers to their safety and health and to protect property from destruction or damage, arising from floods, storms and tsunamis and educate our community about these dangers. They are the combat agency for these emergencies and co-ordinate the evacuation and welfare of affected communities. They carry out rescue operations and assist other emergency service organisations as requested.

NSW councils are required to provide suitable training/storage facilities and office accommodation to the standard determined by the Commissioner of the SES.

2. Purpose

The purpose of this document is to formalise the roles and responsibilities of the Council and SES as it relates to Sec 17 (5)¹ of the NSW State Emergency Service Act (the Act) and the maintenance and service issues arising from these requirements.

3. Scope

This document only addresses the statutory provisions of Sec 17 of the Act in relation to land/buildings and vehicle arrangements used to support SES operations. This document relates to the agreed mutual support each organisation will give (in retrospect) from 1 July 2012.

4. Resources and Facilities

4.1 Land and Buildings

Within the Tweed Shire there are three established SES Units located at Banora Point, Pottsville and Murwillumbah - known as the Tweed Heads, Tweed Coast and Murwillumbah Units. The Tweed Heads SES Unit is the designated SES Headquarters for the Tweed Shire.

The Tweed Local Controller and, Unit Controllers for their respective units, are the designated key holders and may assign keys to support staff at their discretion. The SES will maintain a list of all key holders for each building. Council will also hold a set of keys to each building and will endeavour to notify Unit Controllers before entering or accessing their respective buildings and/or grounds for maintenance purposes.

Outlined overleaf is a general description of each current SES premises and the land they are currently situated on.

¹ The council of a local government area must, within 3 months of the appointment of a local controller for the area, provide (free of charge) suitable training facilities and storage and office accommodation to enable the local controller to exercise his or her obligations.

Building	Address	Lot No. /Size	Facilities	Notes
Tweed Heads SES Unit	Pioneer Parade, Banora Point NSW 2486	Lot 682 DP 41192	Brick and iron roof building comprising garaging, office, training and ablution facilities.	SES shares the site with Arts Unlimited.
Tweed Coast SES Unit	Centennial Drive, Pottsville NSW 2489	Lot 508 DP 728257	Three structures; a brick and iron roof building comprising of office, training and ablution facilities, a colourbond 3 bay garage joined by an open carport.	SES shares the site with Tweed Coast RFS Unit.
Murwillumbah SES Unit	Riverview Street, Murwillumbah NSW 2484	Lot 1 DP 1092091	Colourbond structure comprising of garaging, office, training, and ablution facilities.	SES shares the site with Murwillumbah RFS Unit.

4.2 Vehicle and Plant

Listed below are the current fleet vehicles jointly funded and exclusively utilised by the SES. The listed vehicles were jointly funded by Council and SES.

Equipment No	Rego	SES Unit	Vehicle Description	Vin/chassis No
P904001	J-49967	Murwillumbah	Food Prep Trailer 10/95	6C9T20000S18W1001
P909041	BD-29-HF	Murwillumbah	4WD-Dual Cab-Tray Back Toyota Hi-Lux 10/09	MROFZ22GX01171842
P909046	AU-64-DX	Tweed Heads	2WD-Dual Cab-Style Side Holden Rodeo 11/07	MPATFS85H7H587580
P905302	AZ-36-ME	Tweed Heads	4WD-Dual Cab Tray & Sides Ford Ranger 06/08	MNAUSFE908WT51786
P906202	AZ-37-ME	Tweed Coast	4WD-Dual Cab Style Sides Ford Ranger 06/08	MNAUSFEB908WT51191
P909063	XHE-592	Murwillumbah	4WD Toyota Land cruiser 06/01	JTECJ09J105503279
P906601	BL-52-EL	Tweed Heads	4WD-Dual Cab Tray & Canopy Ford Ranger 03/11	MNAUSEE90BW941280
P906702	BE-93-EF	Murwillumbah	4WD-Dual Cab-Tray Back Holden Rodeo 10/07	MPATFS85J7H583142
P907002	AZ-45-ME	Murwillumbah	4WD Toyota Troop Carrier 09/08	JTERV71J600002379

5. Responsibilities

5.1 Land and Buildings

Council agrees that it will, by the Terms set out in this agreement, allow the SES to occupy and use the premises listed in Section 4.1 for the purposes of conducting official SES business. The following terms and conditions apply in relation to the maintenance and responsibility to be assumed by each party.

5.1.1 State Emergency Service

As at 1 July 2012, SES will assume responsibility for liabilities associated with the direct costs of operation by SES units previously paid by Council, including costs of operation of buildings listed in Section 4.1 as defined by the scope of works below.

No	Service	Scope
1	Water and Sewerage	The supply of water and sewerage services to premises occupied by NSW SES
2	Electricity	The supply of electricity to premises occupied by NSW SES
3	Security	Security services provided to buildings and other premises occupied by NSW SES (See Note) .
4	Cleaning	Cleaning of buildings, associated premises and surrounding areas occupied by NSW SES
5	Pest Control	The provision of services or goods to eradicate pest and vermin from a property occupied by NSW SES (See Note) .
6	Gas	The supply of gas (natural or bottled) to premises occupied by the NSW SES.
7	Building Routine Maintenance	The regular maintenance and general upkeep of buildings. This would include mowing of lawn areas, replacement of light fittings, repairs to hot water heaters (Zips) and the like.
8	Building Periodic Maintenance	The periodic service or maintenance of equipment that must be maintained. This would include servicing of fire extinguishers, building generators, etc. (See Note) .
9	Minor Equipment Purchases	The purchase of minor equipment, such as small hand or power tools.
10	Stationery	Paper, writing materials and other stationery expenses
11	NSW SES Volunteer Training Costs	Costs associated with NSW SES unit volunteer training
12	Postal Charges	Postal delivery charges and mail services

No	Service	Note
3	Security	The SES will need to undertake the appointment of a new security firm from the commencement of the MOU and advise Council details of the contract.
5	Pest Control	SES will need to ensure adequate and regular pest control inspection and maintenance work is carried out by a licensed pest control operator in accordance with the current schedule.
8	Building Periodic Maintenance	<p>The SES must ensure that an ANNUAL fire safety certificate is provided to Council by an accredited fire safety organisation in accordance with the following schedule.</p> <p>Murwillumbah: Fire Safety Statement in place until 23/01/2014. Renewal after this period is the obligation of SES.</p> <p>Tweed Heads: No FSS.</p> <p>Tweed Coast: Fire Safety Statement in place until 29/05/2014. Renewal after this period is the obligation of SES.</p> <p><i>Council requires annual certification documentation to be submitted to the Local Emergency Management Officer within 30 days of the renewal notice being received by SES.</i></p>

5.1.2 Tweed Shire Council

As at 1 July 2012, SES will assume responsibility for liabilities associated with the direct costs of operation by SES units previously paid by Council, including costs of operation of the building as defined by the scope of works as detailed in Subsection 5.1.1. Works undertaken by Council from 1 July 2012 until the commencement of the MOU are to be reimbursed by SES. Council will be required to submit periodic invoices as agreed for works undertaken after 1 July 2012 and submit to SES for payment.

As at 1 July 2012, Council is responsible for the scope of works below.

Service	Scope
Maintenance and Repairs	<p>Tweed Council is responsible for repairs and maintenance of all SES occupied building assets - see Section 4.1 for current list.</p> <p>Tweed Shire Council will also be responsible for ensuring adequate building insurance is maintained on all SES buildings. SES is responsible for any building contents insurance matters.</p> <p>Repairs and maintenance includes such things as electrical wiring, floor coverings, painting, plumbing or structural alterations.</p> <p>SES will not undertake maintenance or repairs without the consent of Tweed Shire Council who will arrange for the works to be undertaken.</p> <p><i>Note: As Council is responsible for repairs and maintenance of SES occupied building assets, SES will not initiate any work without first receiving Council approval.</i></p>

5.2 Vehicles and Plant

5.2.1 State Emergency Service

From 1 July 2012, SES will assume full responsibility for the purchase, maintenance, registration, running costs and insurance of all SES vehicles documented in Section 4.2.

Costs borne by Council from 1 July 2012 until the commencement of the MOU are to be reimbursed by SES. Council will submit periodic invoices, as agreed, for works undertaken after 1 July 2012 and submit to SES for payment.

5.2.2 Tweed Shire Council

From 1 July 2012, Council will no longer assume responsibility for the purchase, maintenance, registration, running costs and insurance of SES vehicles documented in Section 4.2, or for the purchase or maintenance of future SES vehicles. Council will submit 6 monthly invoices (i.e. 1 July 2012 - 31 December 2012) relating to historical repairs and maintenance of the above vehicles from 1 July 2012 until the disposal of the vehicles.

5.2.3 Disposal of Existing Vehicles

Within 6 months of the commencement of the MOU Council will commence disposal of the vehicles documented in Section 4.2. Prior to commencement Council shall advise the SES in writing. Should the SES elect to retain possession of any of the vehicles it shall nominate as such and pay Council 50% of the agreed estimated market value. Any vehicle not nominated will be disposed of through an accredited auction house in accordance with Council's *Disposal of Assets Policy and Section 55 of the Local Government Act 1993*. The SES will be reimbursed 50% of the sale price less disposal costs incurred.

6. Notices and Communication

All notices, requests, consents, and other documents authorised or required to be given by or under this Agreement will be given in writing to both parties below.

The State Emergency Service

Mr Brian Sheahan

Tweed Local Controller

7 Lancaster Dr Goonellabah NSW 2480

Tweed Shire Council

Ms Doreen Harwood

Local Emergency Management Officer

PO Box 816 Murwillumbah NSW 2484

7. Dispute Resolution

The Council and SES will use their best endeavours to avoid and resolve any disputes in relation to the performance of their respective obligations under this MOU. Where possible, issues are to be handled at the local level before being escalated to the higher levels for resolution.

8. Termination

This Agreement will terminate if either party breaches its obligations under this Agreement and fails to rectify that breach within 21 days of the other party giving written notice to the party in default requiring that the breach be rectified.

9. Review and Evaluation

This Memorandum of Understanding will commence on the date both parties have signed this agreement. Council and SES agree to review annually the content of this MOU. This MOU may be reviewed and varied at any time by an agreement in writing executed by both parties.

10. Effective Dates and Signatures

NSW State Emergency Service

Tweed Shire Council

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Local Controller on behalf of LGA units

Local Emergency Management Officer

Date

Date

.....

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Regional Controller on behalf of the
Commissioner, NSW SES

General Manager on behalf of Council

Date

Date



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