MEMORANDUM OF UNDERSTANDING

Between the

FIRE AND EMERGENCY SERVICES AUTHORITY
OF WESTERN AUSTRALIA

AND

DEPARTMENT OF EDUCATION

FOR

THE PROVISION OF
BUSHFIRE RISK MANAGEMENT SERVICES
1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish mutual aid arrangements between the Fire and Emergency Services Authority of Western Australia (FESA) and Department of Education (DoE) for the purpose of FESA undertaking bushfire risk management activities, including the identification and treatment of bushfire risks, on DoE school sites as listed on the DoE Bushfire Zone Register and agreed to annually by FESA and DoE.

This MOU does not constitute and shall not be deemed to constitute any legally binding or enforceable obligations or relations between the parties. This MOU is instead a non-legally binding and unenforceable statement of current intent.

2. FESA

This MOU will support FESA’s mission, vision and values:

Mission: In partnership with the people of Western Australia to:

- Improve community safety practices; and
- Provide timely, quality and effective emergency services.

Vision: A safer community.

Values: Put the community first;
- Work together as a committed team;
- Respect and value each other;
- Continuously improve our service;
- Act with integrity and honesty;
- Have open and honest two-way communications;
- Strive to keep ourselves and others safe

3. DEPARTMENT OF EDUCATION

The Department of Education (the Department) principals or site managers are responsible for management of on-site and off-site school related emergencies and critical incidents.

The intention is to minimise trauma and distress to students and staff and damage to property and to ensure the teaching and learning program is maintained or resumed.

4. DEFINITIONS & INTERPRETATION

DoE: is the Western Australian Department of Education.

FESA: is the Fire and Emergency Services Authority of Western Australia.

Hazard Reduction or Prescribed Burn: the burning of a percentage of available bushfire fuels to reduce the available fuel load and therefore reduce the potential intensity and risk of a bushfire.

MOU: Memorandum of Understanding. A MOU details reciprocal responsibilities, obligations and actions in relation to the agreement between the signatories to the document.

Physical Mitigation Works: a range of risk treatment options that are available to reduce bushfire risk, these include but are not limited too; slashing, mulching, clearing and chemical spraying.

Risk Management: is defined by the AS/NZS ISO 31000:2009.

Risk: is defined in terms of potential likelihood and potential consequence.

School Site: any Department of Education managed school that has an area of bushland on or adjacent to the school infrastructure.

5. MOU AIMS AND OBJECTIVES
The arrangements associated with the MOU will address the reduction of bushfire risk as prioritised on the DoE Bushfire Zone Register through fuel load measurement and mapping, bushfire risk assessment, hazard reduction burning and physical mitigation works.

The aim of this MOU is to provide a common understanding and an agreed approach to mitigation of bushfire risk for defined areas within the jurisdiction of the Department of Education (DOE).

Agreement, by all stakeholders, of the mitigation treatments required is made with the full intention of achieving the outcomes to minimise the adverse impact of bushfire on life, property and the environment on DoE land.

The objectives of this program are to:

- ensure effective use of financial and physical resources to provide maximum protection to the DoE infrastructure from the threat of bushfire,
- identify, analyse and evaluate risks and propose mitigation strategies to treat those risks,
- manage fuel to reduce the rate of spread and intensity of bushfires while minimising environmental and ecological impact.

6. LEGISLATIVE RESPONSIBILITIES
FESA has Legislative powers to enter into these arrangements and to undertake these works;

- *Bush Fires Act 1954* Section 10 of the Bushfires Act 1954 describes the powers of the Authority.
- *Bush Fires Act 1954* Section 10.1(e) defines that the authority shall "carry out such prevention measures as it considers necessary".
FESA Act 1998 Section 37 defines FESA's protection from liability.
FESA Act 1998 Section 37.1 ensures an individual acting under emergency services legislation in 'good faith' does not incur a civil liability.
FESA Act 1998 Section 37.3 ensures that the Authority is relieved of civil liability for actions of an individual acting under Section 37.1.

The DoE is able to enter into these arrangements, as part of its role is to ensure mitigation strategies are in place to minimise the adverse impact of bushfire on life, property and environment on DoE land.

7. ACKNOWLEDGMENTS AND UNDERTAKINGS BY FESA

FESA will:

7.1 Undertake bushfire risk management on high bushfire risk DoE school sites, that:

- Complies to the national standard for Risk Management, AS/NZS ISO 31000:2009,
- Prioritise schools listed on the DoE Bushfire Zone Register,
- Identifies and prioritises risk based upon the Bushfire Threat Analysis,
- Verifies risk levels using visual and fuel load assessments,
- Identifies appropriate risk treatment options,
- Implements risk treatment options through the use of FESA or DoE approved contractors, FESA Staff, FESA Volunteers, or Local Government Volunteers,
- Ensures continuing monitoring and review of bushfire risk to school sites,
- Maintains consultation and communication of bushfire risk to school sites.

7.2 Manage and maintain information, for all DoE School Sites, in the Integrated Bushfire Risk Management System, including:

- Maintaining records of bushfire risk level assessments,
- Maintaining records of fuel load assessments,
- Maintaining records of risks identified,
- Planning appropriate risk treatment programs,
- Monitoring and report on risk treatment programs,
- Managing a spatial (mapping) record of all planned and completed assessments and treatments.
- Maintaining records to ensure follow up treatment plans are implemented in the appropriate time frames.

7.3 Utilise the Bushfire Threat Analysis to:

- Identify bushfire risk areas,
- Prioritise areas for risk assessment,
- Prioritise areas for risk treatment.

7.4 Comply with Occupational Health and Safety Requirements of:

- The Occupational Health and Safety Act 1984,
- The Occupational Health and Safety Regulations 1996,
• FESA's corporate OHS policies and procedures,
• Any special OHS requirements of the DoE.

7.5 Provide the following reports:
• Two (2) monthly reports detailing completed mitigation works.
• Six (6) monthly reports detailing:
  o Total number/area of risk assessments,
  o Total number/area of risk treatments (by treatment type),
  o Forecast risk assessments for the next six (6) month period,
  o Forecast risk treatments for the next six (6) month period,
  o Total financial expenditure,
  o Forecast financial expenditure.
• A prioritised list of the bushfire risk to schools, associated with the fuel load, vegetation, bushfire likelihood and bushfire consequences.

7.6 Provide DoE a six monthly GST compliant invoice as at end of each May and December for costs incurred in the six month period immediately prior to that date.

7.7 Commit to undertake the responsibilities identified in the attachment “Programme Deliverables”.

7.8 Not undertake the following activities, under this MOU:
• Management of bushfire risk associated with building construction standards,
• Identification and development of a list of at risk school sites, based upon construction standards, BAL’s and incident history.

8. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE DEPARTMENT OF EDUCATION

DoE will;

8.1 Commit to providing the indicative funding as identified in the attachment "Indicative Costs of Programme", on a cost recovery basis,

8.2 Reimburse FESA for the amount of each six monthly expenses, upon the receipt of a GST compliant tax invoice,

8.3 Commit to undertake the responsibilities identified in the attachment "Programme Deliverables”.

9. DURATION AND AMENDMENT

This MOU will remain in force for a period of three (3) years from the date of the last signature, with an option to extend for a further three (3) years by agreement of both parties.

This Agreement shall not be altered varied or modified in any respect except by agreement of both parties in writing.
10. DISPUTE RESOLUTION

The parties must first attempt to resolve any dispute arising between them in relation to any matter the subject of this MOU, by way of conference and negotiation. The parties must confer and negotiate within seven (7) days of receiving a notice from the other party setting out the nature of the dispute.

If the issue cannot be resolved by negotiation then the matter of dispute is to be conferred, deliberated and resolved by the FESA CEO or a nominated delegate and the DoE Director General or nominated delegate.

11. TERMINATION

This Agreement may be terminated by:

(a) Mutual agreement of both parties in writing at any time: or

(b) Either party by giving three (3) months' notice in writing to the other party at any time.

12. NOTICES

Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

FESA Chief Executive Officer
Fire and Emergency Services Authority of Western Australia
FESA House
PO Box P1174
PERTH Western Australia 6844

Director General
Department of Education
151 Royal Street
EAST PERTH Western Australia 6004
This Memorandum of Understanding is made

BETWEEN THE

Fire and Emergency Services Authority of Western Australia
480 Hay Street
PERTH WA 6000

AND

Department of Education
151 Royal Street,
EAST PERTH WA 6004

And will take effect from the date of the last signature

SIGNED for and on behalf of the Fire and Emergency Services Authority of Western Australia by:

WAYNE GREGSON APM
CHIEF EXECUTIVE OFFICER

Signature Date

SIGNED for and on behalf of Department of Education by:

SHARYN O'NEIL
DIRECTOR GENERAL

Signature Date
The essential components of the MOU are:
- A map of each high risk school site and adjacent bushland that contribute to community bushfire risk,
- Assessment and register of bushfire risk related to each school,
- Agreed treatments schedule to mitigate bushfire risk.

<table>
<thead>
<tr>
<th>DELIVERABLES</th>
<th>INDICATIVE TIMES</th>
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<tbody>
<tr>
<td>1. Bushfire risk assessment of the agreed listed 'at risk' Department of Education School Sites. Assessments conducted on a priority basis.</td>
<td>2 months</td>
</tr>
<tr>
<td>2. Report on mitigation works completed.</td>
<td>Bi-monthly (every 2 months)</td>
</tr>
</tbody>
</table>
| 3. Bushfire risk hazard reduction plan for highest priority rated schools. (3 x schools per week) Plan to include  
  - Risk register – risk relating to school  
  - Map – school site, adjacent bushfire risk and planned mitigation works  
  - Financial expenditure (Indicative) | 6 months         |
| 4. Nominated DoE personnel access to the FESA Integrated Bushfire Risk Management System (IBRMS). Allows live viewing on mitigation expenditure and progress and works scheduled and completed. | On application |
| 5. Prescriptions / contract works – Developing burn prescriptions, conducting burns and organising/checking contract works | 4 months         |
| 6. Reporting annually – Major reports on activities planned, completed, and scheduled | April  
  November |
# INDICATIVE COST OF PROGRAMME

The proposed programme is provided based on the following indicative funding, on a cost recovery basis, over a three (3) year period from 2012/13 to 2014/15:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
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<tbody>
<tr>
<td>2x FTE (Level 6 GOSAC) Bushfire Mitigation Officers ($84,557 + 30% on costs. Covering all leave, workers compensation and superannuation)</td>
<td>$219,848</td>
<td>$236,462</td>
<td>$254,943</td>
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<tr>
<td>Uniform Allowances (Personal Protective Equipment and Dress Uniforms)</td>
<td>$4,000</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>Administration/Operations (Office Equipment, Set-up, Stationary, etc.)</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$1,500</td>
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<tr>
<td>2x Vehicles (Triton Dual Cab 4x4 or similar)</td>
<td>$130,000</td>
<td></td>
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<tr>
<td>Vehicle Running Costs (Fuel, Maintenance, etc.)</td>
<td>$40,000</td>
<td>$41,200</td>
<td>$42,436</td>
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<tr>
<td>Computer/Technology Requirements (Laptop, Docking Station, Tablet PC)</td>
<td>$10,000</td>
<td></td>
<td>$10,000</td>
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<tr>
<td>Travel/Accommodation Costs</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
</tr>
<tr>
<td><strong>Annual Subtotals for FTE's and Resourcing:</strong></td>
<td>$415,348</td>
<td>$290,462</td>
<td>$320,488</td>
</tr>
<tr>
<td><strong>Bushfire Mitigation Expenditure</strong> (Prescribed Burning, Contractor Engagement, Logistics, etc.)</td>
<td>$200,000</td>
<td>$206,000</td>
<td>$212,180</td>
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<tr>
<td><strong>Indication Annual Cost (GST Exclusive):</strong></td>
<td>$615,348</td>
<td>$496,462</td>
<td>$532,668</td>
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<td><strong>Indicative Total Cost for Project Over 3 Years:</strong></td>
<td></td>
<td></td>
<td>$1,644,478</td>
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