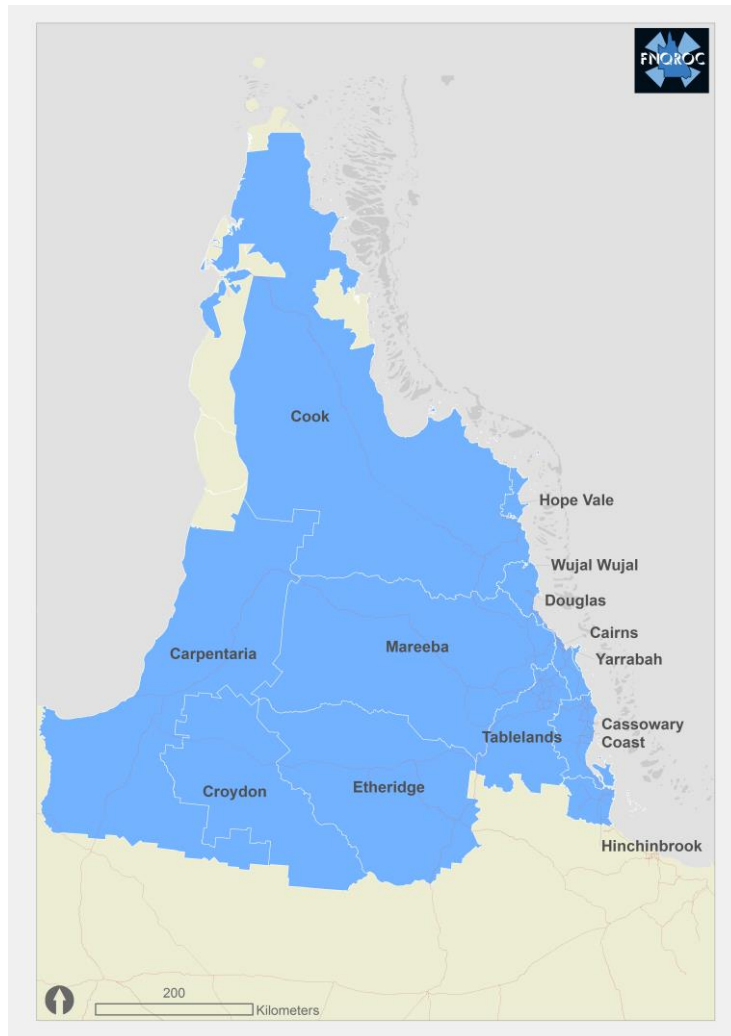


Memorandum of Understanding

for the purpose of

REGIONAL RESOURCE SHARING IN JOINT OPERATIONS (Natural Asset Management)



Between FNQROC member councils



Far North Queensland Regional Organisation Of Councils

THIS MEMORANDUM OF UNDERSTANDING is made:

BETWEEN:

Cairns Regional Council	ABN 24 310 025 910	PO Box 359 CAIRNS QLD 4870
Cassowary Coast Regional Council	ABN 20 889 787 211	PO Box 887 INNISFAIL QLD 4860
Cook Shire Council	ABN 45 425 085 688	PO Box 3 COOKTOWN QLD 4895
Croydon Shire Council	ABN 98 659 525 296	PO Box 17 CROYDON QLD 4871
Douglas Shire Council	ABN 71 241 237 800	PO Box 723 MOSSMAN Qld 4873
Hinchinbrook Shire Council	ABN 46 291 971 168	PO Box 366 INGHAM QLD 4850
Mareeba Shire Council	ABN 39 114 383 874	PO Box 154, MAREEBA QLD 4880
Tablelands Regional Council	ABN 77 642 342 175	PO Box 573 ATHERTON QLD 4883
Wujal Wujal Aboriginal Shire Council	ABN 57 237 799 120	Wujal Wujal Via CAIRNS Qld 4870
Yarrabah Aboriginal Shire Council	ABN 30 977 526 871	C/-Post Office YARRABAH QLD 4871

UNDER THE GUIDANCE OF the:

FAR NORTH QUEENSLAND NATURAL ASSET MANAGEMENT ADVISORY COMMITTEE. (FNQNAMAC)

and

FAR NORTH QUEENSLAND REGIONAL ORGANISATION OF COUNCILS. (FNQROC)

BACKGROUND

The development of partnerships and resource sharing within the FNQ region is acknowledged as being integral to the ongoing regional capacity and service delivery in the field of natural asset management. The culture of resource sharing is well developed within the FNQROC region with significant achievements in sharing common planning tasks, strategic directions and funding priorities. Recent investment in regional plant and equipment to help increase this capacity has demonstrated the need to further expand and formalise this into a regional resource sharing, recording and reporting framework in order maintain equity and mutual benefit in these partnerships.

Collaborating to deliver large scale works in a short space of time allows significant progress to be made that would otherwise not be possible. In this way a rapid and intensive response can deliver long term benefit.

Sharing resources has multiple benefits during these transactions;

- Sharing of technical expertise between operational staff
- Education and awareness of locality/district specific issues
- Ability to undertake larger, taskforce based activities when required

In time the development of regional resource sharing is expected to develop and improve

- Regional capacity to respond in the event of a disaster response
- Early detection and rapid response to new and emerging threats
- Investment in development and trial of new plant, equipment and technical expertise
- Increase opportunities for staff development and subsequent retention of regionally skilled staff.

This Memorandum of Understanding (the 'MOU') aims to assist in the implementation of the:

- FNQ Local Government, Regional Pest Management Strategy,
- Regional Weed Spread Prevention Strategy,
- Local Government Disaster Weed Spread Prevention Code of Practice
- *and* relevant Local Government Area Pest Management Plans and Action Plans

by identifying guidelines for the recording and reporting of resource sharing for the purpose of natural asset management across the FNQ region.

This MOU has been developed in consultation with member councils of the FNQROC and the FNQ NAMAC.

OBJECTIVES

This MOU identifies the process for sharing, recording and reporting on the regional sharing of resources for the purpose of the following collaborative operations between local governments:

- a) Provision of assistance in the event of a natural disaster or emergency response
- b) Operational taskforces for the delivery of a specific management outcome
- c) Management and maintenance of shared plant and equipment on a pro-rata usage basis

IT IS AGREED -

1. PRINCIPLES

The parties have agreed on the following principles for this MOU:

- 1.1 The successful sharing resources across the region requires a fair and equitable system for accounting of resources allocated and received to ensure transparency and value for all participants
- 1.2 The spirit of sharing of skills and resources is in the best interests of all and is integral to maintaining and delivering a high standard of service to our community
- 1.3 Ongoing consultation between the parties is required on any new issues arising from shared resource operations and will be resolved through the FNQ NAMAC
- 1.4 Resource sharing can be conducted in any context of delivering natural asset management outcomes, including but not limited to; plant and vertebrate pest management, landscape rehabilitation and revegetation, mapping, survey and extended survey operations and spread prevention measures.

2. ROLES AND RESPONSIBILITIES

2.1 During the term of this MOU each party shall act in good faith and use its best endeavours to undertake and complete the Roles and Responsibilities contained in Appendix 1 of this MOU.

3. COMMENCEMENT OF MOU

- 3.1 This MOU will commence on the later date of signature by all parties and will continue in force for a period of ten (10) years, or until party/ies agree to an earlier termination date in writing.

4. LEGAL EFFECT

- 4.1 The Parties agree that nothing in this MOU except for this Clause 4 is intended to be legally binding.

5. VARIATION TO MOU

- 5.1 This MOU constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in this MOU.
- 5.2 This MOU can be amended or varied at any time if in writing and signed by all parties.

6. EVALUATION AND REVIEW

- 6.1 Representatives from all parties will annually from the date of signing evaluate and review the effectiveness and suitability of this MOU. This review will be conducted as a scheduled agenda item within the FNQ NAMAC.
- 6.2 A regional database containing details of transactions of resource sharing will be accessible to all signatories and updated in time with each FNQ NAMAC cycle.

7. RESOLUTION OF DISPUTES

- 7.1 Any disputes in relation to this MOU will be submitted as a notice in writing to the FNQROC Executive Officer who will forward to the elected secretary of the FNQ NAMAC and resolved within the agenda of the next scheduled meeting.
- 7.2 If the parties fail to resolve the dispute within 1 month of the agenda item, a mediator agreed between the parties will be appointed to resolve the dispute,

- 7.3 For the purposes of this clause 7, a dispute will have arisen between the parties when a party gives notice to that effect to the other party as outlined in 7.1

8. NOTICES

8.1 Notices must be in writing and may be delivered by email, by prepaid postage, by hand or by facsimile transmission to the parties at the address specified in Clause 9 or other address subsequently notified by a party to the other. Notices will be deemed to be given –

- (a) two (2) days after deposit in the mail with postage prepaid;
- (b) Immediately upon delivery by hand;
- (c) Immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, unless sent on a Saturday or Sunday or after 5.00pm on any other day ("a week day"), in which case the notice will be deemed to be given at 9.00am the next business day.

9. ADDRESSES FOR NOTICES

FNQROC Executive Officer

Post: PO Box 359
CAIRNS, QLD 4870

Email: d.irvine@fnqroc.qld.gov.au

Facsimile: 07 4044 3038

SIGNATORIES

Name:.....**signature**.....**date**__/__/2014

Organisation: Cairns Regional Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Cassowary Coast Regional Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Cook Shire Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Croydon Shire Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Douglas Shire Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Hinchinbrook Shire Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Mareeba Shire Council
Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Tablelands Regional Council
Position:

Memorandum of understanding - REGIONAL RESOURCE SHARING IN JOINT OPERATIONS
Amendment 3 – May 2019

Name:.....**signature**.....**date**__/__/2014

Organisation: Wujal Wujal Aboriginal Shire Council

Position:

Name:.....**signature**.....**date**__/__/2014

Organisation: Yarrabah Aboriginal Shire Council

Position:

