

Memorandum of Understanding

Procedures for broadcasting of emergency information by Light Melbourne Inc.

Minister for Emergency Services on behalf of the State of
Victoria

and

Light Melbourne Inc.
ABN 90 042 635 740

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Memorandum of Understanding

between

Minister for Emergency Services on behalf of the State of Victoria pursuant to the *Emergency Management Act 2013 (Vic)*

(Minister)

and

Light Melbourne Inc. ABN 96 042 635 740

(Light FM)

Background

1. The role of the Minister, as the Minister for the purposes of the *Emergency Management Act 2013 (Vic)*, is to:
 - (a) ensure that adequate emergency management measures are taken by government agencies; and
 - (b) co-ordinate the activities of government agencies carrying out their statutory functions, powers, duties and responsibilities in taking such measures.
2. The Emergency Management Manual Victoria (EMMV) is an emergency management manual maintained by Emergency Management Victoria and contains policy and planning documents for emergency management in Victoria, including information on what roles different government organisations play in the emergency management arrangements.
3. Light Melbourne Inc. ABN 96 042 635 740 owns and operates FM community radio station Light FM which is a Community Radio Station. Light FM broadcasts in the Melbourne metropolitan area of Victoria.
4. The Victorian Bushfires Royal Commission was established by the State of Victoria in order to investigate the Victorian Bushfires, including the Black Saturday bushfires of 7 February 2009, which caused extensive loss of life.
5. The Commission considered options for the improvement of state-based warning systems, and this was reflected in recommendations on warnings in the Commission's Interim Report of 17 August 2009.
6. The *Emergency Management Act 2013 (Vic)* provides the legislative authority for issuing warnings in relation to fires and for the publication of guidelines, procedures and operating protocols governing warnings.
7. This Memorandum of Understanding (MOU) is entered into by the Parties in recognition of the vital importance of timely, tailored and relevant warnings in protecting human life during emergency events.
8. The Parties will work in partnership to provide effective broadcasts of warnings, emergency information and official advice, before, during and after emergencies for Light FM listeners in Victoria.

Introduction

9. This MOU constitutes an arrangement between the Minister and Light FM to facilitate the broadcasting of emergency information and warnings during emergency events.
10. The Parties acknowledge that this MOU is not legally binding, and that no liability or other sanctions will attach to any Party following any departure from the aims or obligations set out in this MOU. Notwithstanding this clause, the Parties' intention is to adhere to the procedures set out in this MOU.
11. This MOU does not affect the capacity of the Minister, Control Agencies or Light FM to enter into other agreements. The Parties acknowledge that there will be other emergency broadcasting agreements.
12. The Minister will ensure that Light FM is known as an official emergency broadcaster and promoted as an official emergency broadcaster by Control Agencies.
13. Light FM will work in collaboration with the relevant local emergency management committee, and local government in matters relating to signage.
14. The Minister will put in place arrangements for the monitoring of broadcasting of emergency information and warnings during emergency events.
15. This MOU and the procedures set out in this MOU may also apply to future or developing means of broadcasting, including online broadcasting and broadcasting through digital radio, as agreed by the Parties from time to time.

Definitions

16. The following terms are used in this MOU:

Commencement Date means the commencement date of this MOU as specified in Item 1 of Schedule 1.

Control Agency has the same meaning as in the EMMV. In this regard it is noted that: various emergency services agencies may be the Control Agency depending upon the emergency and, as at the date of this MOU include the agencies listed at Item 3 in Schedule 1:

- (a) the Control Agency for a specified type of emergency is responsible for media and public information dissemination;
- (b) the Control Agency may change as the emergency response progresses or is clarified.

Emergency Management Commissioner means the office established under section 24 of the *Emergency Management Act 2013* (Vic).

Emergency Management Victoria means the body corporate created under section 15 of the *Emergency Management Act 2013* (Vic).

EMMV means the Emergency Management Manual Victoria, which is maintained by Emergency Management Victoria and is available on the website www.emv.vic.gov.au/policies/emmv.

MOU means this memorandum of understanding as amended from time to time.

Party and Parties means severally the parties to this MOU.

SEWS means the standard emergency warning signal which alerts the community to the broadcast of an urgent safety message related to a major emergency or disaster.

SEWS Guidelines means the SEWS guidelines issued by Emergency Management Victoria and attached to the EMMV.

Interpretation

17. In this MOU unless the context indicates to the contrary:
- (a) words importing persons includes a partnership and a body whether corporate or otherwise;
 - (b) words in the singular include the plural and the words in the plural include the singular; and
 - (c) clause headings are inserted for convenience only and have no effect in limiting or extending the language of provisions to which they refer.

Purpose and implementation of this MOU

18. The purpose of this MOU is to:
- (d) facilitate the effective dissemination of emergency information via Light FM in Victoria,
 - (a) To help protect human lives and for the protection of property or the environment during emergency events
19. The procedures set out in this MOU are “all hazards” procedures, so they apply equally to a wide range of significant emergency events. These include, for example, flood, fire, transport accidents, terrorist incidents, earthquakes or environmental emergencies. These hazards include emergencies which may not have been previously experienced in Victoria.

Co-operation and consultation

20. Under this MOU the Parties agree to work together closely to achieve the overall purpose of enhancing the dissemination of emergency warnings in Victoria.
21. While working under this MOU the Parties agree to approach any discussions and operational matters in a co-operative, consultative and transparent manner.
22. The Parties will ensure that the arrangements under this MOU for the broadcast of warnings, emergency information and official advice will be adequately tested at the local level, at times agreed between the Parties, including prior to the beginning of the season each year.
23. The Parties will ensure that meetings are arranged at the local level to review emergency procedures and arrangements under this MOU as necessary, and after

major emergency events, to ensure ongoing, open communication between the Parties.

24. The Parties will ensure that pre-season briefs and post-season debriefs are arranged at the local level.
25. The Parties will encourage ongoing development of locally tailored arrangements and working relationships between Light FM and Control Agencies, particularly with those Control Agencies on the relevant Municipal Emergency Management Planning Committees or Regional Emergency Response Planning Committees.

Light FM undertakings

26. Light FM commits to broadcasting emergency messages in the form provided by a Control Agency, in a timely manner, in order to notify Light FM listeners that a significant emergency is occurring in their area.
27. Light FM agrees to break into programming to broadcast emergency warnings and, in collaboration and agreement with Control Agencies, move to continuous coverage where necessary during major emergencies.
28. Light FM agrees to use SEWS as requested by the Control Agency, and in accordance with the SEWS Guidelines.
29. Light FM will be available to broadcast emergency warnings and advice 24 hours a day, 7 days a week, each day of the year.
30. Light FM will work in partnership with the Control Agencies where possible to educate the community about preparation and response to emergencies.
31. Where possible, Light FM will also broadcast emergency recovery information to assist the community to recover from emergencies.

Contact mechanism

32. Light FM agrees to provide to the Control Agencies contact details that can be used 24 hours a day, 7 days a week, each day of the year for contact. Light FM agrees to promptly advise EMV in writing of any changes to its contact details.
33. Light FM's contact numbers will provide ready access to senior and experienced staff who are authorised to interrupt broadcasts for their station(s).
34. Light FM agrees to establish other points of contact, including facsimile and email, so Light FM may be contacted during, or in advance of, an emergency event, by any Control Agency.
35. It is important that the phone, facsimile or email systems supporting Light FM's 24 hour 7 day points of contact are all designed and maintained by Light FM with the necessary technical capacity for an emergency event, so that they are generally able to withstand situations involving a large number of emergency messages.

Emergency Broadcaster Monitoring

36. Light FM agrees that Emergency Management Victoria may request files of broadcasts made during a significant emergency or any emergency where auditing or investigation is required.

37. Light FM will use its best endeavours to provide any files requested within a reasonable period of time.

Control Agencies undertakings

38. The Minister will ensure that Control Agencies provide to Light FM contact details that can be used 24 hours a day, 7 days a week, each day of the to ensure information is up to date and current. The Minister will ensure that Control Agencies promptly advise Light FM in writing of any changes to their contact details.
39. The Minister will ensure that Control Agencies provide warnings and emergency information to Light FM in a timely, tailored and relevant manner, so Light FM is in turn able to broadcast them.
40. Where possible, as part of the planning phase and process, the Parties will ensure that work is undertaken at the local level to help facilitate the quick repair and access to Light FM's transmission infrastructure, to assist Light FM in maintaining transmission during emergency events.
41. Local incident controllers will retain discretion in relation to allocating and prioritising the deployment of resources for the protection or access to all local infrastructure including that owned, leased or operated by broadcasters. Protection of human life remains the priority of all incident management.
42. The Minister will ensure that, where possible, Light FM is advised of extreme weather forecasts to help with preparation for potential emergency events.
43. The Parties will investigate technological solutions that can provide access to an online resource that contains emergency warnings, information and audio grabs for Light FM, to assist Control Agencies in meeting a high demand for interviews during emergencies.
44. The Parties will ensure that Control Agencies (in the case of the Minister) and Light FM jointly establish systems for recording and communicating the receipt of warnings.
45. The Parties will ensure that Light FM and the Control Agencies establish systems and processes capable of dealing with high volumes of warnings during large-scale emergency events. These systems and processes should be appropriately resourced, to cope with situations where there are a large number of emergency warnings that need to be broadcast. The Parties reserve their rights to manage their resources at their own discretion.

Emergency Broadcaster Monitoring

46. The Minister will ensure a request for files of broadcasts made during a significant emergency or any emergency where auditing or investigation is required will be issued within five weeks of the emergency to which the broadcast relates.
47. The Minister will ensure that the purpose for the files will be specified in a request.
48. The Minister will ensure that audio recordings of emergency broadcasts provided by Light FM on request will be used only for the following purposes:
- a. major reviews and inquiries;

- b. investigations and audits; and
- c. research.

Operation of this MOU

- 49. The Parties acknowledge that for the procedures under this MOU to operate, it is important that emergency warnings and information are considered as separate from editorial, news and other content on Light FM, and that this MOU does not affect Light FM's journalistic independence.
- 50. Light FM acknowledges that information about broadcasting coverage area and geographic location is important to Control Agencies so that they know which broadcaster to provide warning information to. Light FM agrees to provide this information to the Control Agencies.
- 51. In the interests of public safety, Light FM will ensure that best endeavours will be made by Light FM to ensure the accuracy of information being broadcast during an emergency by spokespeople other than a Control Agency, particularly in situations involving talkback callers.
- 52. In broadcasting news in relation to emergencies, Light FM will ensure that content is presented accurately and not in such a way as to intentionally create public panic or unnecessary distress to listeners, and is in the best interests of public safety.
- 53. Where possible, Light FM will develop and put in place disaster contingency plans for implementation of the procedures set out in this MOU.

Representatives

- 54. Each Party will nominate a representative to act as the contact point for all communications under this MOU.
- 55. Item 2 of Schedule 1 contains details of the representatives for the Minister and Light FM. These representatives will be responsible for communications under this MOU on behalf of their respective Parties.
- 56. Parties may replace their representatives by written notice to the other Party. Parties must give written notice within 7 days of a change to their representative. The representatives are authorised to act as the agents of the Parties in relation to the exercise by the Parties of their rights and discretions under this MOU.

General

- 57. This MOU will commence on the Commencement Date and will continue until it is terminated. To continue to improve emergency broadcasting arrangements, this MOU and the procedures set out in this MOU will be reviewed annually by the Parties.
- 58. No variation or amendment of this MOU is binding unless it is agreed in writing by both Parties.

Termination

59. This MOU may be terminated by one Party giving two weeks notice to the other Party.
60. If a Party does not agree to the termination, then the Parties agree that this will constitute a Dispute to be resolved in accordance with clause 55, 56 and 57.

Dispute resolution

61. For the day-to-day operation of this MOU, in the first instance the Parties agree to address any operational difficulties, disputes, issues or disagreements together in a transparent manner and through open discussion.
62. If the Parties are unable to resolve a dispute, the Parties may refer the dispute to the Emergency Management Commissioner for resolution.
63. Even if a dispute is taking place, the Parties to the dispute should make best efforts to continue to comply with this MOU in the interests of public safety.

Signed by the Parties this _____ day of _____ [year].

Signed for and on behalf of **Light Melbourne Inc. ABN 96 042 635 740** by



Public Officer/Committee Member (signature)

JARROD GRAETZ CEO

Public Officer/Committee Member's Name (print)

333 MITCHAM RD, MITCHAM VIC 3132

Public Officer/Committee Member's Usual Address



Committee Member (signature)

Clayton Bjelan

Committee Member's Name (print)

333 Mitcham Rd, Mitcham, Vic.

Committee Member's Usual Address

Signed by the **Minister for Emergency Services**

in the presence of:



Witness signature

Ash Muñoz

Witness Name (print)



Minister for Emergency Services (signature)

Schedule 1

Item 1 Commencement Date:

1 December 2016

Item 2 Address of Representatives:**Emergency Management Victoria**

Name: Craig Lapsley

Position: Emergency Management Commissioner

Address: Level 23, 121 Exhibition Street, Melbourne, Victoria 3001

Telephone: (03)

Fax: (03)

Email: craig.lapsley@emv.vic.gov.au

Light FM

Name: Clayton Bjelan

Position: Content Director

Address: Locked Bag 899, Mitcham, Victoria 3132

Telephone: (03) 9955 8866

Fax: (03) 9955 8898

Email: clayton.bjelan@lightfm.com.au

Item 3 Control Agencies include the following agencies:

Country Fire Authority

Department of Environment, Land, Water and Planning

Department of Health and Human Services

Department of Economic Development, Jobs, Transport and Resources

Metropolitan Fire and Emergency Services Board

Victoria Police

Victoria State Emergency Service

(and other agencies as represented under the emergency management arrangements)

