



Memorandum of Understanding

Use of the High Country Arena as an Emergency Relief Centre

Mansfield Shire Council
33 Highett Street, Mansfield
And

High Country Arena
1064 Mansfield Woods-Point Road, Mansfield

Purpose

This Memorandum of Understanding (MOU) details the agreement between Mansfield Shire Council and the owners of the Mansfield Zoo regarding the land commonly known as the High Country Arena located at 1064 Mansfield – Woods Point Road. This agreement allows for the emergency use of the High Country Arena during events such as bushfires to accommodate larger animals and livestock.

Background

In 2021 Mansfield Shire Council supported the Bushfire Recovery funding application made by Mansfield Zoo for a large roofed structure to serve as an under-cover arena suitable for use by community members during times of emergency.

Many residents within Mansfield Shire keep animals such as horses, alpacas, goats and sheep and live in areas at risk of bushfires. Residents are encouraged to have well-developed plans for emergencies that take into consideration their pets and animals. During times of declared emergencies, residents may need access to a fit for purpose facility to accommodate their larger animals and livestock.

This MOU sets out the conditions, roles and responsibilities of each party if the High Country Arena were to be used as an Emergency Relief Centre (ERC) to accommodate livestock.

High Country Arena – Mansfield Zoo Obligations

- ▶ Provide contact details to Council including after-hours contacts and staff onsite, particularly during the declared fire danger period.
- ▶ At a request from Council, Victoria Police or an Emergency Agency (directed by an Incident Controller), open the High Country Arena (refer to site map in Annexure A) for the purposes of emergency relocation of large animals and livestock.
- ▶ Liaise with Council's Municipal Recovery Manager (MRM) or Municipal Emergency Management Officer (MEMO) in relation to the use of the facility during an emergency.
- ▶ Identify and keep records of any costs incurred, due to having the High Country Arena occupied as an ERC for livestock and apply to Council (or other agreed entity) for reimbursement of those costs.
- ▶ Maintain an insurance Policy that lists Mansfield Shire Council as an interested party.
- ▶ Conduct an induction on the use of the facility prior to each fire season for Council staff on request.
- ▶ Provide emergency use of the facility free of charge for 10 days per year. Normal daily fee of \$250.00 will apply for the use outside of this MOU or beyond the agreed period of 10 days.

Mansfield Shire Council Obligations

- ▶ Council will provide contact details for key staff prior to each fire season.
- ▶ High Country Arena is only to be used for livestock relief if there is an emergency event/incident within the Mansfield district where Council has been instructed or requested to open a relief centre to accommodate livestock by an Incident Controller.

- ▶ Signage will be provided to encourage users to ensure that all animals brought to the facility are kept under reasonable control and supervised by their owner/s or carer. It is also acknowledged that the owner or carer may need to stay in close proximity to care for their animal.
- ▶ Signage will be provided detailing that animals are to be cared for by their owners and they are to provide feed, water, etc to their animals. Council will not be responsible for animals brought to the ERC.
- ▶ To the extent possible ensure that no activity occurs that may prejudice any insurance policy held by High Country Arena.
- ▶ The Council will be responsible for reasonable costs associated with the operation of the ERC, including cleaning costs and where necessary the purchase of food items (for stock or persons in the event of an emergency).
- ▶ Restrict emergency use to the area allocated for the horse arena and parking area (as shown in Annexure A) and provide information to ERC users of their responsibilities including keeping gates closed and setting and setting alarms (as instructed by Mansfield Zoo), when left unoccupied and at the completion of any period of use.
- ▶ Register all attendees and their livestock using the facility along with animal identification if available or a PIC number.
- ▶ Lodge applications for reimbursement of costs for the use of High Country Arena through available disaster recovery funds.

The parties agree to:

- ▶ Act reasonably and in good faith in relation to this MOU
- ▶ To the greatest possible extent, perform their obligations under this MOU in a cooperative, consultative and transparent manner.
- ▶ The agreement may be terminated in writing by either party subject to 60 days written notice.
- ▶ All issues raised are to be discussed between Mansfield Zoo and the Emergency Management Officer, MRM or MEMO to reach a resolution.
- ▶ Any issues unable to be resolved as above will be referred to the Mansfield Shire Council CEO.

Duration

The term of this Memorandum of Understanding shall be on going, commencing on the date this agreement is executed, with a biannual review of the obligations of both parties. Until such time as either party gives notice.

Annexure A

Location of the High Country Arena, within the Mansfield Zoo complex.



Signing Page

This agreement is made on

Date: _____

Signed for and on behalf of **Mansfield Shire Council** by **Kirsten Alexander, Chief Executive Officer** in the presence:

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Witness

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Print full name

Signed for and on behalf of **High Country Arena - Mansfield Zoo** by **Bronwen Joan Robins** in the presence:

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Witness

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Print full name