

Statement of Gordana Petroccitto

I, **Gordana Petroccitto**, Program Officer, Disaster Response and Recovery Office, c/- Brisbane City Council, 266 George St, Brisbane, in the State of Queensland, state on oath as follows:

1. Attachment "GP-1" is a copy of a notice from the Commissioner of the Queensland Floods Commission of Inquiry (**Commission**) dated 21 April 2011 requiring me to provide a statement to the Commission (**Notice**). This statement is provided in response to the Notice.
2. For the purposes of preparing this statement, I have:
 - (a) extracted and reviewed the emails from my Council email account to and from Look Here Pty Ltd trading as The Early Warning Network (**EWN**);
 - (b) reviewed the contractual documentation in place between Council and EWN; and
 - (c) reviewed the relevant Early Warning Alert Service alerts issued on the dates and times referred to in the Notice.
3. The information set out below represents my best recollection of events from my own knowledge and with the benefit of having reviewed the documents attached to this statement.

Role

4. I have been working for Brisbane City Council (**Council**) for about 11 years and my current role is Program Officer in Council's Disaster Response and Recovery Office. I have been in this role for approximately 3 years.
5. Prior to my current role, my roles within Council were as follows:
 - (a) Assistant to the Business Development Manager of Brisbane Certification Group for a short period of time; and
 - (b) Program Officer and Project Manager of various projects within the Water Resources and Sustainability area of Council.
6. The Disaster Response and Recovery Office consists of the following three different branches:
 - (a) Flood Review and Recovery;
 - (b) Disaster Management and Operations; and


Gordana Petroccitto


Witness

QFCI

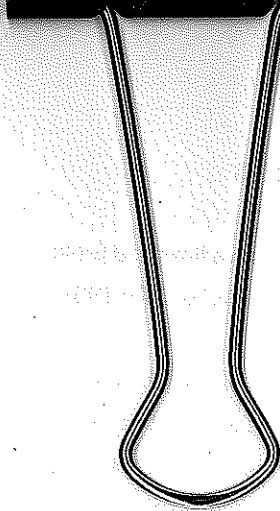
Date:

06/05/11

JM

Exhibit Number:

299



(c) Disaster Recovery.

7. My role predominantly involves project management and in particular, I work on the Lord Mayor's Taskforce on Suburban Flooding (LMTSF) Project. Although my role is within the Flood Review Board branch, as a project officer, a lot of my work is within the Disaster Operations branch. My role is administrative and project management. I do not have qualifications in hydrology or flood mapping, though I have a general understanding of the information which the Early Warning Alert Service employs.

1. How the Early Warning Alert Service operates in Council's Local Government Area, particularly the interrelationship between EWN and Council.

Background to the arrangements between EWN and Council

8. The implementation of a flood advice alert service had been considered as a result of the LMTSF Report which was published in August 2005. The LMTSF Report is Attachment 3 to the Initial Submission of Council dated 11 March 2011 (**Initial Submission**). Action No. 6 of the LMTSF Report is for Council to "*Investigate the establishment of local flood advice, forecasting and warning systems*".
9. In about 2009, Council officers, including me had been investigating the various warning services that were available. In about August of 2009 Council entered into discussions with EWN.
10. EWN operates an early warning network system where residents can register to receive alerts about severe weather warnings that may impact on their area.
11. In December 2009, Council and EWN entered into a Sponsorship and Services Agreement for the provision of an Early Warning Alert Service (**EWAS**) by EWN for a 12 month trial period from 20 November 2009 to 29 November 2010. Attachment "**GP-2**" is a copy of the Sponsorship and Services Agreement between Council and EWN.
12. Under the Sponsorship and Services Agreement, EWN agreed to offer residents within Council's Local Government Area (**Brisbane Residents**) the opportunity to register to receive severe weather alert messages which were co-branded with EWN and Council's corporate logos. Although Council contributed to EWN's costs of providing the service, the service was (and still is) provided to Brisbane Residents free of charge.


Gordana Petrocchio


Witness

13. The EWAS provided under the Sponsorship and Services Agreement related to severe weather events only and the alerts contained only Bureau of Meteorology (**BoM**) data for severe weather events impacting directly on Brisbane. It did not, and does not, provide information about a major Brisbane River flood.
14. However, its scope was extended in December 2009. In response to concerns raised by some residents who were prone to creek flooding during general discussions with Council, Council and EWN also entered into a Memorandum of Understanding (**MOU**) for the provision of the EWAS relating to creek flooding. Members of the Boondall community agreed to participate in the free pilot of the EWAS for creek flooding in the Boondall catchment area (**Pilot**). Attachment "**GP-3**" is a copy of the MOU.
15. The Pilot was initially for a 3 month trial period from 10 December 2009 to 31 March 2010 but was extended to 31 April 2010 as there were no creek floods during the initial period. The Pilot was intended to test the suitability of a creek flooding EWAS (based on the Council's Floodwise system) before making the service available to the wider flood prone communities in Brisbane.
16. Council determined that the Pilot was a success and a full procurement process was undertaken by Council in late 2010 to seek competitive products, services and pricing. In order to provide a continued EWAS to registered participants during this procurement period, my understanding is that both the Sponsorship and Services Agreement and the MOU were extended up to 17 June 2011.
17. After calling for tenders, on 1 February 2011, Council and EWN entered into a Contract for the Provision of an Early Warning Alert Service Contract No. J110029-2010/11 (**EWAS Contract**) for both severe weather warnings and creek flooding. Attachment "**GP-4**" is a copy of the EWAS Contract. The EWAS Contract is for an initial period from 1 February 2011 to 31 January 2013 with the option to extend for three further periods of one year each, not exceeding a maximum term of five years from 1 February 2011.

Registered Participants

18. Council promoted the EWAS as part of its summer storm season campaigns. EWAS has been advertised by Council in its community service announcements, media releases, radio advertising, local newspaper advertising, brochures at Council's regional business centres and in Council's "Living in Brisbane" mail-outs. During the summer storm season, Council's website also contains an advertisement in relation to EWAS on its homepage. Council's budget


Gordana Petrocchitto


Witness

for advertising the 2010/2011 Summer Storm Season Campaign including the EWAS during the 2010/2011 summer storm season was approximately \$200,000.

19. Immediately prior to the January 2011 flood event:

- (a) approximately 19,000 households (out of approximately 400,000 households in the Brisbane local government area) had registered for the EWAS severe weather alerts; and
- (b) approximately 350 households had registered for the EWAS creek flooding alerts. The EWAS creek flooding alerts have been extended to cover Boondall, Rocklea, Hemmant and East Brisbane and another six creek flood-prone areas are currently being investigated with a view to being added to the EWAS.

20. Following the January 2011 flood:

- (a) approximately 46,000 households are now registered for the EWAS severe weather alerts; and
- (b) approximately 770 households are now registered for the EWAS creek flooding alerts.

How the EWAS operates

- 21. EWAS is a free service to Brisbane Residents and is intended to provide subscribers with early warning of severe weather events and potential creek flood events that may impact on their residential address. In order to access the EWAS, due to privacy issues, Brisbane Residents must register to receive the alerts. Residents can register by completing an online form or by contacting Council's Contact Centre to receive a form by post. Registrants can elect to receive the alerts by SMS to their mobile phones or pagers, by landline (as a voice message) or by email.
- 22. EWAS is a system for Council to provide registered Brisbane Residents relevant information from the BoM by a method of communication that each Brisbane Resident has identified as being most effective to them. Although it is possible for those Residents to obtain that information from, for example, the BoM website, this may not be possible for those without access to the internet.
- 23. EWAS was just one method used by Council to communicate warnings to Brisbane Residents during the January 2011 flood. Given EWAS is only provided to those who register, it is not


Gordana Petrocitto


Witness

designed to be a primary method of communication for Council during an event. As set out at in paragraphs 5.7 and 6.2 of the Initial Submission, I am aware that the EWAS is just one of a suite of methods used by Council to communicate warnings to Brisbane Residents which include:

- (i) Community Service Announcements;
- (ii) Media Releases;
- (iii) Facebook posts;
- (iv) Tweets;
- (v) Council's website; and
- (vi) Flyers, Brochures and letters.

24. As noted above, there are two separate early warning alert services available to Brisbane Residents:

- (a) Severe weather EWAS which relates to severe weather events such as storm, hail, damaging winds, flash flooding, tsunami, cyclone and bushfire; and
- (b) Creek flooding EWAS which relates to creek flooding in certain creek flood-prone areas in Brisbane.

25. In relation to the severe weather EWAS, I understand that EWN monitors severe weather warnings and forecasts issued by the BoM 24 hours a day, 7 days a week. When BoM issues a severe weather warning, EWN evaluates this information and, based on EWN's own calculations, EWN determines what areas of Brisbane could potentially be impacted by the severe weather and issues the EWAS alert to those residents who have registered as being resident in the potentially affected area.

26. In relation to the creek flooding EWAS, I understand that notifications sent out through EWAS are derived from Council's Floodwise system. As I understand it, Floodwise is a system which sends out notifications for flooding in local creeks. As I have said, EWAS is not a system which is designed to provide alerts for major Brisbane River flooding. Floodwise works by issuing a notification that pre-determined trigger levels have been reached for flood heights at various identified spots and areas around local creeks. Floodwise sends a message to EWN by email and my understanding is that EWN verifies the information in relation to potential creek


Gordana Petrocchitto


Witness

flooding by using their own systems and processes and, if necessary, communicating with Council's Disaster Management Duty Officer. EWN then issues the alert to residents in the relevant area.

27. I understand the EWAS may also be used in some other local government areas (such as Townsville).
28. I am also aware that the State of Queensland acting through Emergency Management Queensland (EMQ) has a separate and substantial "Early Warning System" which is not dependent on registration by users and can be distributed (through Telstra) to relevant individuals across the State. Attachment "GP-5" is a copy of a Memorandum of Understanding between Council and EMQ regarding their respective "Early Warning Systems".
29. It has been drawn to my attention that a number of Brisbane Residents have commented in submissions to the Commission that the EWAS alerts were of no assistance in dealing with the Brisbane River flood in January 2011. As I have explained, however, the system was not designed to be, and was not, a system for warnings or information about a major river flood. Most Brisbane Residents who signed up to EWAS receive severe weather alerts. At the time that a Brisbane Resident signs up to the EWAS system, it is my understanding that the Resident is provided with the EWAS Brisbane Subscriber Terms and Conditions which makes clear the scope of the EWAS. A copy of the Brisbane Subscriber Terms and Conditions appears at BCC.052.0032 of the Sponsorship and Services Agreement at attachment "GP-2" of this statement.

2. The extent of Council's input (if any) into the timing, content and distribution of the alerts provided by Early Warning Alert Service, with particular reference to alerts referred to in the Notice

30. The content of EWAS severe weather alerts are generally based on the relevant BoM severe weather warning. For severe weather EWAS, the BoM warning and forecasts are the trigger for the EWN to produce an alert and, in most cases, the EWAS simply repeats the BoM information warning or forecast.
31. In the case of creek flooding events, the EWAS alert content is based on the content of the Floodwise alert pre-determined by Council.
32. I understand that EWAS alerts are sent by EWN as soon as possible after a BoM / Floodwise warning and usually within about 5 minutes of the BoM / Floodwise warning.



Gordana Petrocchio



Witness

33. EWN uses its own systems to determine what areas of Brisbane are likely to be impacted by the severe weather event and issues the EWAS alert to residents in those areas that are likely to be impacted who have registered to receive the EWAS alerts.
34. As set out in paragraph 23 above, Council has a variety of methods it adopts to communicate warnings. During the course of the association with EWN, it was also identified that extreme cases of emergencies or unidentified events may arise and therefore Council may wish to alert residents of issues other than severe weather or creek flooding, for example, king tides. Therefore, Council also has the ability to send Council-generated messages and alerts via EWAS as required.
35. Attachment "GP-6" contains copies of the EWAS email alerts referred to in the Notice. Details of the SMS and landline alerts on these dates, and my recollection in relation to each of these alerts, is set out below.

Wednesday 5 January 2011

36. The EWAS alert which appears at **BCC.052.0076** of attachment "GP-6" was issued by EWN at 10.55am on Wednesday 5 January 2011 following the issue of a BoM severe weather warning. Council did not have an input into the content of this alert.
37. The content of the SMS alert was as follows:
"QLD Severe Weather: Heavy Rain and Localised Flash Flooding. All of Brisbane at risk from later today, Thursday and into Friday. BCC ewn.com.au"
38. The content of the landline voice message was as follows:
"This is an important message from the Early Warning Network and Brisbane City Council. The Bureau of Meteorology has issued a Severe Weather Warning for heavy rain and localised flash flooding in your area. This warning is in effect for today, Thursday and into Friday. Repeating, this is an important message from the Early Warning Network and Brisbane City Council. The Bureau of Meteorology has issued a severe weather warning for heavy rain and localised flash flooding in your area. This warning is in effect for today, Thursday and into Friday."
39. I am informed by EWN that this alert was sent to registered residents as follows:
(a) Email: 19,147 registered users;


Gordana Petrocchio


Witness

- (b) SMS: 18,428 registered users; and
- (c) Landline voice messages: 965 registered users.

Saturday 8 January 2011

40. The EWAS alert which appears at **BCC.052.0077** of attachment "**GP-6**" was issued by EWN at 11.00am on Saturday 8 January 2011 following the issue of a BoM severe weather warning. Council did not have an input into the content of this alert.

41. The content of the SMS alert was as follows:

"QLD Severe Weather: Heavy Rain and Localised Flash Flooding. All of Brisbane at risk from later today, Sunday, Monday and into Tuesday. BCC ewn.com.au"

42. The content of the landline voice message was as follows:

"This is an important message from the Early Warning Network and Brisbane City Council. The Bureau of Meteorology has issued a Severe Weather Warning for heavy rain and possible flooding starting later Saturday and continuing over the next few days. Repeating, this is an important message from the Early Warning Network and Brisbane City Council. The Bureau of Meteorology has issued a Severe Weather Warning for heavy rain and possible flooding starting later Saturday and continuing over the next few days."

43. I am informed by EWN that this alert was sent to registered residents as follows:

- (a) Email: 19,395 registered users;
- (b) SMS: 18,688 registered users; and
- (c) Landline voice messages: 967 registered users.

Sunday 9 January 2011 / Monday 10 January 2011

44. It is my understanding that the alert of 9 January 2011 at 11.04am referred to in the Notice is in fact a reference to the EWAS alert which appears at **BCC.052.0078** of attachment "**GP-6**". This alert was issued by EWN at 12.04am on Monday 10 January 2011.

45. In relation to this warning, I recall that Kerry Plowright of EWN telephoned me and asked whether Council would like EWN to send out another alert even though a similar warning was sent the day before. I then discussed this with Chris Lavin, the Acting Disaster Operations Manager, and we instructed EWN to go ahead with the alert. I recall that Council requested


Gordana Petrocchio


Witness

that EWN include a recommendation that residents contact Council for available sandbag locations.

46. The content of the SMS alert was as follows:

"BoM advises heavy rain expected starting early hrs of morning, local flooding possible. For available sandbag locations contact BCC 3403 8888."

47. The content of the landline voice message was as follows:

"The Bureau of Meteorology advises heavy rain expected starting early hours of morning, local flooding possible. For available sandbag locations contact Council on 3403 8888. Repeating, the Bureau of Meteorology advises heavy rain expected starting early hours of morning, local flooding possible. For available sandbag locations contact Council on 3403 8888."

48. I am informed by EWN that this alert was sent to registered residents as follows:

- (a) Email: 19,472 registered users;
- (b) SMS: 18,767 registered users; and
- (c) Landline voice messages: 965 registered users.

49. This alert was also sent to residents who had registered for creek flooding EWAS alerts as follows:

- (a) Email: 356 registered users;
- (b) SMS: 458 registered users; and
- (c) Landline voice messages: 157 registered users.

Tuesday 11 January 2011

50. The EWAS alert which appears at **BCC.052.0079** of attachment "**GP-6**" was issued by EWN at 8.00am on Tuesday 11 January 2011.

51. Due to the impending events, I recall that email and telephone conversations occurred between myself and EWN regarding the wording of the SMS alert. Attachment "**GP-7**" is a copy of the email exchange on 11 January 2011 between myself and Michael Bath of EWN in relation to the content of the SMS alert.


Gordana Petrocchio


Witness

52. I understand that the email alert and landline voice message wording was based on the BoM alert and Council did not have an input into the content of these messages.

53. The content of the SMS alert was as follows:

"QLD Emergency Flash Flood Warning. Very heavy rainfall is spreading S-SW into the greater Brisbane area. Flash flooding is likely in many areas. BCC ewn.com.au"

54. The content of the landline voice message was as follows:

"This is an important message from the Early Warning Network and Brisbane City Council. The Bureau of Meteorology has issued a Severe Weather Warning for heavy rain and localised flash flooding in your area. Repeating, this is an important message from the Early Warning Network and Brisbane City Council. The Bureau of Meteorology has issued a severe weather warning for heavy rain and localised flash flooding in your area."

55. I am informed by EWN that this alert was sent to registered residents as follows:

- (a) Email: 19,560 registered users;
- (b) SMS: 19,214 registered users; and
- (c) Landline voice messages: 969 registered users.

56. Attachment "GP-8" is an extract of an email chain with an email from EWN's Kerry Plowright to me on 20 January 2011 which sets out the text of all SMS messages sent as part of the EWAS from 3 to 18 January 2011.

3. Any problems or limitations encountered in the operation of the Early Warning Alert System in Council's Local Government Area during the period 5 January 2011 to 11 January 2011

57. As stated in paragraph 21 above, the EWAS is available to registered users only. Neither Council nor the EWN has the ability to deliver EWAS to Brisbane Residents who do not subscribe to the service.

58. To my knowledge, there were no specific problems or limitations encountered in the operation of EWN's warning system during the period 5 January 2011 to 11 January 2011. However, as I have explained, the EWAS was not intended to, and did not, provide information about major river flooding. While EWAS would not have been much assistance in respect of the Brisbane River flood event, severe storms and flash floods can also cause damage and EWAS is directed to those kinds of events.

10


Gordana Petrocchio


Witness

I make this statement conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1867 (Qld).

Dated 3 May 2011

Signed and declared by Gordana Petroccitto at
Brisbane in the State of Queensland
this *3rd* day of *may* 2011
Before me:



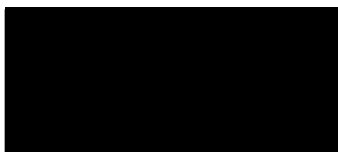
Signature of person before whom the declaration is made



Signature of declarant

Tanya Janfada Solicitor

Full name and qualification of person before whom the declaration is made



Gordana Petroccitto



Witness

Sponsorship and Services Agreement

Brisbane City Council & Look Here Pty Ltd

Date December 2009

Parties

1. Brisbane City Council, a body corporate constituted pursuant to the City of Brisbane Act 1924 (Qld), whose principal offices are at 266 George Street, Brisbane, Qld
("Council")
2. Look Here Pty Ltd ABN 55 122 940 175 trading as The Early Warning Network of 31 Highland Drive, Terranora NSW 2486
("EWN")

Recitals

1. EWN operates an early warning network system under which subscribers receive telecommunication alerts about emergency and/or severe natural disaster and weather events that may significantly impact the subscriber's area.
2. The parties have agreed to offer Brisbane residents the opportunity to register as subscribers ("Brisbane Subscribers") to receive, for free, the EWN Standard Alert Messaging Services, which alert messages will be co-branded by the parties.
3. By reason of Recital 2, Council has agreed to contribute, by way of sponsorship, to EWN's costs of providing the EWN Standard Alert Messaging Services free to Brisbane Subscribers.
4. Further, Council has requested EWN, and EWN has agreed, to provide Council with administrative access to the early warning network system so that Council can send Council-Initiated Alert Messages to Brisbane Subscribers.
5. The parties have agreed to the provision of the EWN Standard Alert Messaging Services, Council-Initiated Alert Messaging Services and Council's sponsorship of EWN on the terms and conditions set out in this agreement.

Operative Part

1. Definitions and Interpretation

1.1 Definitions

In this agreement:

"Background IP" means the Intellectual Property owned by a party before commencement of this agreement.

"Brisbane Subscribers" means persons who reside within the Brisbane City Council Local Government area who register to be a subscriber with EWN in a manner as agreed, from time to time, between EWN and Council, for free, through the EWN system:

- a) EWN alert messages pursuant to the EWN Standard Alert Messaging Services via:
 - (i) either SMS to mobile phone/pager or landline telephone if no mobile phone/pager; and
 - (ii) email (if requested by the subscriber); and
- b) Council-Initiated Alert Messages via (as elected by Council) one or all of SMS to mobile phone/pager, landline telephone, or email sent by Council or by EWN at the request of Council.

Note: for a person to be a Brisbane Subscriber that person must be a resident of Brisbane, which residency is based on the address provided in the registration form and must register with EWN in a manner as agreed, from time to time, between EWN and Council. There is a limit of one subscriber per Brisbane Household. A "Brisbane Household" is a residential property that is located within the Brisbane City Council Local Government area, whether an individual apartment, town-house, duplex or house.

"Commencement Date" means, in relation to the initial Term, the date set out in Schedule 1.

"Confidential Information" of a party means:

- a) Personal Information of a person such as the name, address and contact details.
- b) information about the management, business, property, files, operations, plans or clients of a party to this agreement or its related bodies corporate;
- c) analyses, reports, forecasts, studies or other documents prepared by EWN which contain or reflect such information;
- d) the terms and conditions of this agreement and the fact that Confidential Information is being provided;
- e) the fact of proposed or actual discussions about the relationship between Council and its related bodies corporate and EWN and terms being discussed or agreed;
- f) personal information collected by Brisbane City Council or its related bodies corporate;
- g) information of or in relation to a party to this agreement or its related bodies corporate, provided to the other party to this agreement in connection with this agreement, regardless of the form or source;

but excludes information:

- h) that is or becomes publicly available; or
 - i) independently received or developed by a party, without relying on, referring to or incorporating any of the Confidential Information of the other party;
- other than information obtained because of a breach of any obligation of confidentiality by that party or any other person.

"Contract Year" means, in relation to the Term, the period of 12 months commencing on the Commencement Date or anniversary of the Commencement Date of this agreement.

"Council Branding" means any name, brand, logo or trademark used by Council.

"Council-Initiated Alert Messaging Services" means the provision of warning alert messages regarding severe natural disaster or weather events or any other event that Council defines as an emergency relevant to defined discrete geographic areas within or adjacent to the Brisbane City Council Local Government area, distributed through the EWN system to Brisbane Subscribers by or at the request of Council, which services are further and better particularized in Schedule 1.

"EWN Standard Alert Messaging Services" means the early warning network system operated by EWN under which subscribers receive telecommunication alerts, through the EWN system, about severe natural disaster and weather events that may significantly impact the subscriber's area, which services are further and better particularized in Schedule 1.

"early warning network system" or "EWN system" means the platform, hardware and software applications that comprise the geographic notification and information system ("GNIS") utilized by EWN to provide the Services. The GNIS is geographically aware and uses maps to monitor and track potentially dangerous weather systems and to accurately draw target notification areas with the ability to instantly and simultaneously broadcast alerts and notifications to groups and individuals

"Expiry Date" means, in relation to the initial Term, the date specified in Schedule 1.

"Fees" means the amount payable by Council to EWN for the Council-Initiated Alert Messaging Services, as specified in Schedule 1, or as otherwise varied in accordance with this agreement.

"Force Majeure" means an event beyond the control of a party that prevents it from exercising any of its rights or performing any of its obligations under this agreement and may include an act of God, natural disaster, fire, flood, accident, interruptions to essential services, acts or regulations of any governmental authority, strike, lockout, industrial dispute, riot, civil commotion, terrorist act or war (whether declared or not).

"Intellectual Property" means all existing and future intellectual property rights throughout the world whether protected by statute or not, including rights in relation to any copyright, trade marks, designs, inventions (including patents), discoveries, algorithms or formulae, know-how, trade secrets, trade dress and get-up and domain names, semiconductor or circuit layout rights whether or not registrable, registered or patentable, including any right to apply for grant or registration of any such rights and all renewals and extensions of these rights.

"Materials" includes but is not limited to software (including source code and object code versions), manuals, diagrams, graphs, charts, projections, specifications, estimates, processes, supplier lists, price lists, customer lists, market research information, correspondence, letters and papers of every description including all copies and extracts from any of these.

"Maximum Fee Amount" means the maximum amount (if any) of Fees for the provision of Council-Initiated Alert Messaging Services payable by Council to EWN under this agreement as specified in Schedule 1.

"Maximum Sponsorship Amount" means the maximum sponsorship amount (if any) for the EWN Standard Alert Messaging Services payable by Council to EWN under this agreement as specified in Schedule 1.

"Nominated Representative" means, in relation to each party, the person detailed in Schedule 1.

"Project IP" means any Intellectual Property created by a party or its Representatives for the purpose of, in the course of, or in connection with, providing the Services or the performance of this agreement.

"Publicity" includes advertising, promotion, media releases, print material and other specified communications or activities in relation to the Services to Brisbane residents.

"Rebate" means the amount calculated in accordance with the formula set out in Schedule 1.

"Representative" means, in relation to each party, an employee, contractor, sub-contractor or agent and includes Key Personnel.

"Services" means, collectively, the registration process for Brisbane Subscribers for the Services, EWN Standard Alert Messaging Services and Council-Initiated Alert Messaging Services to be provided under this Agreement as set out in Schedule 1.

"Term" means the term of this agreement, as described in clause 2.

1.2 Interpretation

In this agreement, the following rules of interpretation apply unless the context requires otherwise:

- a) The Recitals are to be read with and form part of this agreement.
- b) Headings are for convenience only and do not form part of the interpretation of this agreement.
- c) The singular includes the plural, and the converse also applies.
- d) A gender reference includes all genders.
- e) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- f) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- g) A reference to this agreement includes the agreement recorded by this document.
- h) A reference to a clause, schedule or appendix is a reference to a clause of, schedule or appendix to or of, this agreement.
- i) A reference to a party to this agreement includes the party's successors, permitted substitutes, permitted assigns, and, where applicable, the party's legal personal representatives.
- j) A reference to a document is to that document as amended, supplemented, novated or replaced, except to the extent prohibited by that document.

- k) A reference to conduct includes an act, omission, statement or undertaking, whether or not in writing.
- l) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- n) A reference to a business day means a day other than a Saturday, Sunday or public holiday in the place where the act or thing is to be done or carried out.
- o) A reference to dollars or \$ is a reference to Australian dollars.

1.3 Legislative references

- a) A reference to any legislation is a reference to that legislation as modified or re-enacted from time to time, and includes all regulations and statutory instruments issued under it.
- b) A reference to the "Corporations Act" means the *Corporations Act 2001 (Cth)* and the words control, controller, holding company, related body corporate and subsidiary have the same meanings as in that act.
- c) A reference to "GST Law" means the *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* and words defined in the GST Law have the same meaning in clauses concerning GST in this agreement.
- d) A reference to "Privacy Acts" means the *Privacy Act 1988 (Cth)* and the *Information Privacy Act 2009 (Qld)* and the words "personal information" have the same meaning as in those Acts.
- e) A reference to "Tax Act" means the *Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 (Cth)* jointly, as applicable.

2. Term

2.1 Term of agreement

This agreement commences on the Commencement Date and continues until the Expiry Date (the initial Term), unless terminated earlier in accordance with this agreement.

3. Provision of the Services

3.1 Terms of engagement

Council engages EWN on the terms of this agreement and EWN accepts the engagement for the Term.

3.2 Provision of Services

EWN agrees to provide the Services to Council and Brisbane Subscribers in a proper, workmanlike and professional manner and in accordance with:



- (a) this agreement;
- (b) the requirements set out in Schedule 1; and
- (c) the reasonable and lawful directions of Council from time to time in relation to the Services.

3.3 EWN's discretion in provision of Services

Despite clause 3.2(c), EWN will determine in its own discretion, and by exercising its own skill and judgment, the manner and means by which the Services are performed, provided always that EWN complies with all applicable laws.

3.4 Services set out in Schedule 1

a) *EWN Standard Alert Messaging Services*

- (i) The EWN Standard Alert Messaging Services set out in Schedule 1 will be provided by Representatives of EWN or EWN Key Personnel (if any) listed in Schedule 1 or by such other Representatives of EWN or EWN Key Personnel approved in writing by Council from time to time.
- (ii) Council may, in its absolute discretion, withdraw its consent for any Representatives of EWN or EWN Key Personnel to assist EWN in the provision of the Services.
- (iii) If Council withdraws its consent for any Representatives of EWN or EWN Key Personnel to assist EWN in the provision of the Services, EWN will (at EWN's own cost) immediately replace those Representatives and Key Personnel with Representatives and Key Personnel who meet the criteria in clause 6.1.

b) *Council-Initiated Alert Messaging Services*

- (i) The Council-Initiated Alert Messaging Services set out in Schedule 1 may be provided by either:
 - (A) Representatives of EWN or EWN Key Personnel (if any) listed in Schedule 1 or by such other Representatives of EWN or EWN Key Personnel approved in writing by Council (acting reasonably) from time to time; or
 - (B) Representatives of Council or Council Key Personnel (if any) listed in Schedule 1 or by such other Representatives of Council or Council Key Personnel approved in writing by EWN (acting reasonably) from time to time.
- (ii) A party may, in its absolute discretion, withdraw its consent for any Representatives of the other party or the other party's Key Personnel to assist the other party in the provision of the Council-Initiated Alert Messaging Services.
- (iii) If a party withdraws its consent for any Representatives of the other party or the other party's Key Personnel to assist the other party in the provision of the Council-

Initiated Alert Messaging Services, the other party will (at the other party's own cost) immediately replace those Representatives and Key Personnel with Representatives and Key Personnel who meet the criteria in clause 6.1.

3.5 Information, resources and access to premises

- (a) Council will provide EWN with such information as EWN reasonably requires to carry out the applicable Services.
- (b) EWN will provide Council with such information, resources and access to its systems (including the EWN system) as Council reasonably requires to carry out the applicable Services. Where Council or its Representatives carry out all or any of the Services using EWN's systems, Council and its Representatives will abide by the security and access procedures advised by EWN from time to time.
- (c) If EWN or its Representatives reasonably require access to Council's systems and/or premises to carry out any of the Services, EWN will advise Council which systems and/or premises are required to be accessed and for what purpose(s) and EWN and its Representatives will abide by the security and access procedures advised by Council from time to time.

3.6 Access and Training

- a) **Access**
EWN must provide Council administrative access (including all necessary access and security codes, software applications and operating manuals and information to enable such access) to the EWN system (including to all Brisbane Subscribers). This access is for sending of Council-Initiated Alert Messages only.
- b) **Training**
EWN must (at its own cost), from time to time and as may be requested by Council, provide to specified Council Representatives and Key Personnel (if any) with training to enable those Council Representatives and Key Personnel (if any) to administratively access the EWN system (and Brisbane Subscribers) for the purpose of providing Council-Initiated Alert Messages to Brisbane Subscribers.

3.7 Review

- (a) Three months prior to the expiry date of the then current Term, Council will review:
 - (i) this agreement;
 - (ii) the provision of the Services;
 - (iii) the performance of EWN of its obligations under this agreement;
 - (iv) the rates and formulae that are used to calculate the Fees and Sponsorship Amount; and
 - (v) the delivery and value of the Services to Brisbane Subscribers.

- (b) EWN will, within a prompt and timely manner, provide Council with such documentation and information as Council may reasonably request or require so as to enable Council to undertake (in a comprehensive manner) the review referred in clause 3.7(a).
- (c) Within one month of the completion of the review, the parties will meet to discuss with a view to:
 - (i) resolving any problems, issues or concerns regarding the provision of the Services or the performance of this agreement that were revealed by or as a result of the review undertaken by Council; and
 - (ii) agreeing rates and formulae to be applied in any subsequent Additional Period of the Term of this agreement.

3.8 Other Sponsors for services to Brisbane Subscribers

- (a) EWN will proactively seek other entities that operate in Brisbane to be co-sponsors with Council or content providers to Brisbane Subscribers, subject to such entities being approved by Council (acting reasonably), for the provision of the EWN Standard Alert Messaging Services and/or to send alert messages initiated by those other entities to Brisbane Subscribers.
- (b) EWN and Council will negotiate with the subject other entity(s) with a view to agreeing co-sponsorship or content provision terms and conditions to be entered into between EWN and the other entity(s) that are mutually acceptable to EWN and Council.
- (c) EWN agrees that any arrangements being proposed to be entered into with other entities as contemplated in this clause 3.8 are with a view to reducing the Sponsorship Amount and/or Fees payable by Council for the Services. Having regard to any such proposed arrangements, EWN and Council will jointly review the Sponsorship Amount and/or Fees payable by Council under this agreement and if possible, will vary the Sponsorship Amount and/or Fees payable by Council for the Services in accordance with clause 17.6.
- (d) EWN will, on a quarterly basis, detail in writing and provide supporting documentation to Council regarding EWN's efforts to seek other co-sponsoring entities as contemplated by this clause 3.8.

3.9 Publicity by Council

- (a) Council will (at its discretion and cost) Publicise the Services to Brisbane residents.
- (b) EWN will (at its own cost):
 - (i) cooperate with;
 - (ii) provide assistance to; and
 - (iii) if requested by Council, participate in;Council's Publicity regarding the Services to Brisbane residents.
- (c) If EWN (at its own cost) Publicises the Services to Brisbane residents, EWN will ensure that:

- (i) Council receives appropriate recognition and acknowledgment of its sponsorship of and/or payment of fees for the Services in a manner and form as approved in writing by Council;
- (ii) in acknowledgement that Council has a valid interest in all aspects of the Publicity of the Services to Brisbane residents, because of Council's public association with EWN regarding the Services as a sponsor and/or payer of fees for the Services, it will:
 - (A) consult with Council at appropriate stages in the planning and development of the Publicity and take into account Council's views about the Publicity; and
 - (B) in sufficient time prior to undertaking such Publicity, submit to Council for its approval the documentation detailing or in respect of the Publicity.

4. Payments and Other Charges

4.1 Sponsorship Amount

- (a) *Payment of Sponsorship Amount*
 - (i) In recognition of the costs of EWN to operate, maintain and provide the EWN Standard Alert Messaging Services through the EWN system to Brisbane Subscribers, Council agrees to pay the Sponsorship Amount calculated in accordance with the amounts, rates and formulae specified in Schedule 1, within 30 days of receiving a valid tax invoice from EWN, subject to clauses 4.1 and 4.3.
 - (ii) Council will pay to EWN the Sponsorship Amount for the EWN Standard Alert Messaging Services provided by EWN specified in Schedule 1, irrespective of:
 - (A) the number of EWN Alert Messages sent out during a Contract Year, even if below the estimated base number specified in Schedule 1; and
 - (B) EWN Alert Messages being sent out but unable to be received by Brisbane Subscribers due to malfunctions of telecommunication systems.

To avoid doubt, Council is not responsible for paying any additional Sponsorship Amount if the number of EWN Standard Alert Messages sent out during a Contract Year exceed the estimated base number specified in Schedule 1.

- (b) *Invoicing*
EWN will be entitled to issue invoices for the Sponsorship Amount payable by Council calculated in accordance with the amounts, rates and formulae and at the times specified in Schedule 1.

- (c) *Sponsorship Amount Review*
- (i) If Schedule 1 contains provision for review of the Sponsorship Amount, then the parties agree to amend the Sponsorship Amount payable under this agreement in accordance with any such review.
- (ii) Notwithstanding paragraph (i) hereof, EWN agrees, in a prompt and timely manner, to pass onto Council through reduced rates per Brisbane Subscriber any savings in or reduction in the costs of sending messages through the specified media, by way of a variation to this agreement made in accordance with clause 17.6.
- (d) *Maximum Sponsorship Amount*
- The parties agree that the total Sponsorship Amount payable by Council under this agreement will not exceed the Maximum Sponsorship Amount (if any) specified in Schedule 1, without the prior written consent of Council. To avoid doubt, notwithstanding that the Maximum Sponsorship Amount is reached, EWN will continue to accept registrations from Brisbane Subscribers and provide the EWN Standard Alert Messaging Services to all Brisbane Subscribers.

4.2 Fees for Council-Initiated Alert Messaging Services

- (a) *Payment of Fees*
- In return for the provision of the Council-Initiated Alert Messaging Services through the EWN system distributed by or at the request of Council, Council agrees to pay the Fees in accordance with the rates and formulae specified in Schedule 1, within 30 days of receiving a valid tax invoice, subject to clauses 4.2 and 4.3.
- Council is only required to pay Fees for the Council-Initiated Alert Messaging Services provided by or at the request of Council. To avoid doubt, if Council-Initiated Alert Messages are unable to be received by Brisbane Subscribers due to malfunctions of telecommunication systems, Council is not required to pay Fees relating to Council-Initiated Alert Messages sent to but not received by Brisbane Subscribers affected by malfunctions of telecommunication systems.
- (b) *Invoicing*
- EWN will be entitled to issue, in arrears, an invoice for Fees for the Council-Initiated Alert Messaging Services provided under and in accordance with this agreement, with the Fees calculated in accordance with the rates and formulae specified in Schedule 1.
- (c) *Fee Review*
- (i) If Schedule 1 contains provision for review of Fees for the Council-Initiated Alert Messaging Services, then the parties agree to amend the Fees payable under this agreement in accordance with any such review.

- (ii) Notwithstanding paragraph (i) hereof, EWN agrees, in a prompt and timely manner, to pass onto Council through reduced fee rates any savings in or reduction in the costs of sending Council-Initiated Alert Messages through the specified media, by way of a variation to this agreement made in accordance with clause 17.6.
- (d) *Maximum Fee Amount*
The parties agree that the total amount in Fees for the Council-Initiated Alert Messaging Services payable by Council under this agreement will not exceed the Maximum Fee Amount (if any) specified in Schedule 1, without the prior written consent of Council.

4.3 Dispute of invoices

Where Council disputes any invoice submitted under clauses 4.1 or 4.2, Council will notify EWN of the amount in dispute and the reason for dispute within 30 days of receipt of the invoice. Any amounts not in dispute will be paid in accordance with clauses 4.1 or 4.2 as the case requires, and the parties will use all reasonable endeavours to resolve the dispute.

4.4 No Brisbane Subscriber Subscription Fees

- (a) For the Term of this agreement, EWN agrees that Brisbane Subscribers will not incur or be required to pay to EWN or any of its related bodies corporate any registration, subscription, annual or other fees or charges for registering, subscribing to or receiving any of the Services.
- (b) EWN agrees that any existing subscribers of the EWN Standard Alert Messaging Service that are residents in the Brisbane City Council Local Government area, after the Commencement Date:
 - (i) will be deemed to be Brisbane Subscribers and thus will receive EWN Alert Messages as part of Council's sponsorship of the EWN Alert Messages Services to Brisbane Subscribers; but
 - (ii) will not be accounted for or included for the purpose of calculating the Sponsorship Amount, either as part of the Annual Base Sponsorship Amount or the Additional Annual Sponsorship Amount.

If EWN introduces registration, subscription, annual or other fees or charges to subscribers of the EWN Standard Alert Messaging Services, EWN will send a message (co-branded with Council branding) to subscribers the subject of this paragraph (b) advising them that their subscription is being sponsored by Council and they are therefore exempted from paying the subject fees and charges.

5. Goods and Services Tax

5.1 Fees exclusive of GST

Fees and any other charges or payments payable by a party under this agreement are shown before the application of and are in addition to any liability for GST arising under the GST Law, unless they are expressly stated in this agreement to be inclusive of GST.

5.2 Tax Invoice

- (a) Payment of Fees and any other charges or payments payable by a party under this agreement is subject to receipt of a valid tax invoice.
- (b) EWN must issue a tax invoice (or adjustment note) to Council for any supply under this agreement at the same time that EWN issues an account for payment and must include in the tax invoice (or adjustment note) the particulars required by any GST Law to enable Council to claim an input tax credit for that GST. The Tax Invoice must allow a period of not less than 30 days between the date of issue of the invoice and the date upon which the payment becomes due.

5.3 Adjustments

A party must give the other party an adjustment note within 7 days of becoming aware of an adjustment event.

6. Representatives

6.1 Experience and skill

Each party will ensure that its Representatives are properly qualified, competent and experienced to perform this agreement and to provide the Services and will cause its Representatives to exercise the degree of care, skill and diligence as is appropriate to the provision of the Services.

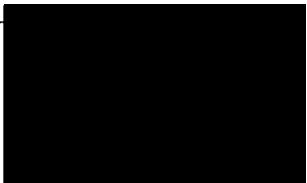
6.2 Control of Representatives

Each party will:

- (a) retain control of its Representatives and retain all rights, powers and responsibilities of an employer (if those Representatives are employees) under statute, common law or industrial award and in relation to the determination of work hours and employment termination; and
- (b) ensure that its Representatives are adequately managed and supervised at all times and properly perform their duties.

6.3 Compliance with laws and policies

Each party must ensure that its Representatives comply with:



- (a) all laws and regulations relevant to provision of the Services or this agreement, including those regarding occupational health and safety matters; and
- (b) all policies of the other party that are relevant to the provision of the Services or this agreement and are notified to that party.

7. Administration of this agreement

7.1 Appointment of Nominated Representatives

- (a) Each party will at all times during the Term ensure that it has appointed a suitably qualified person as its Nominated Representative, to be responsible for the management and administration of this agreement and the services by that party.
- (b) The parties may change their Nominated Representatives periodically and if they do so, will promptly give notice to the other party of that change and the new Nominated Representative's details.

7.2 Responsibilities

The Nominated Representatives are responsible for the operational coordination and management between the parties of the supply of Services.

7.3 Compliance with directions

- (a) EWN must comply with any reasonable direction, however delivered, if given by Council's Nominated Representative, provided it is within the general scope of administration of this agreement and is not inconsistent with the provisions of this agreement.
- (b) For the avoidance of doubt, a direction is not reasonable if it materially impairs the delivery of Services or materially increases EWN's costs in supplying the Services.

8. Privacy

8.1 Privacy obligations

- (a) EWN agrees not to use or disclose any personal information other than to discharge its obligations under this agreement, except with the prior written consent of:
 - (i) Council; and
 - (ii) in relation to a Brisbane Subscriber's personal information, that Brisbane Subscriber.
- (b) EWN must to the extent that they relate to the matters the subject of this agreement:
 - (i) assist Council to comply with its obligations under the Privacy Acts;
 - (ii) not cause or allow anything to be done that results in Council breaching its obligations under the Privacy Acts;

- (iii) comply at all times with the National Privacy Principles and Information Privacy Principles as if they apply to EWN;
- (iv) take all necessary steps to protect personal information in its possession against unauthorised use, modification or loss; and
- (v) return all personal information (including personal information relating to Brisbane Subscribers) to Council (or if requested by Council, destroy or de-identify such information) upon termination or expiry of this agreement or when requested by Council.

8.2 Disclosure

EWN may disclose personal information if required to by law. If EWN is required to disclose personal information by law, it must notify:

- (a) Council; or
 - (b) in relation to personal information of a Brisbane Subscriber, that Brisbane Subscriber;
- when it becomes aware of that obligation and give Council or the subject Brisbane subscriber an opportunity to object to or limit the extent of the disclosure.

8.3 Complaints

If EWN becomes aware of a complaint alleging breach of an obligation under the Privacy Acts relating to this agreement, then EWN must immediately notify Council of the complaint and EWN must:

- (a) provide Council with any information and copies of any documents relating to the complaint;
- (b) do everything reasonable to resolve the complaint as may be requested by Council; and
- (c) keep Council informed about the complaint.

9. Confidentiality obligations

9.1 Obligations

EWN:

- (a) agrees to keep the Confidential Information confidential;
- (b) must only use or disclose the Confidential Information to the extent necessary for provision of the Services;
- (c) agrees that information arising from provision of the Services may also be Confidential Information, in which case the obligations set out in this clause also apply to that information;
- (d) must obtain Council's prior written consent before disclosing any Confidential Information to any person other than its Representatives or an employee of Council;
- (e) must ensure that any Representative who has access to the Confidential Information keeps it confidential and complies with EWN's obligations under this clause;

- (f) will not in any way disclose, reproduce or use the Confidential Information without the prior written consent of Council, unless the use or disclosure complies with this clause 9;
- (g) acknowledges that unless expressly stated otherwise, nothing in this agreement obliges Council to disclose Confidential Information, acquire any goods, services or products or enter into any transaction with any person.

9.2 EWN's Representatives

EWN:

- (a) subject to clause 9.2(b), may only disclose Confidential Information to its Representatives who need to know that information for provision of the Services; and
- (b) must ensure that each of its Representatives is made aware of the contents of this clause 9 and complies with EWN's obligations under this clause 9 as if those obligations were imposed on that person directly.

9.3 Mandatory disclosure

EWN may disclose Confidential Information to the extent required by:

- (a) law;
- (b) an order of any court or tribunal of competent jurisdiction; or
- (c) any government agency, stock exchange or other regulatory or administrative body that has the legal right to require disclosure,

and where such disclosure is required, EWN will do all that is reasonable to:

- (d) ensure that the third party recipient of the Confidential Information is made aware that it is confidential;
- (e) limit any such disclosure in any way that Council reasonably requests; and
- (f) give Council sufficient notice to enable it to take action to protect its Confidential Information.

9.4 Return, destruction or deletion of Confidential Information

On completion of the Term or at the request of Council, EWN must immediately deliver, erase or destroy, as directed by Council, all documents and other Materials (including personal information of Brisbane Subscribers) in its possession or control that contain Confidential Information, except to the extent that EWN is required by law to retain a copy.

9.6 Certification

If requested by Council, EWN must certify in writing to Council that the Materials and documents containing Confidential Information have been delivered, erased or destroyed.

10. Intellectual Property

10.1 Background IP

Each party retains ownership of its Background IP.

10.2 Branding

EWN and Council must not use each others branding in any circumstances without the prior written consent. It is expressly agreed that all documents (including web-based documents) directly associated with the provision of the Services will display both the EWN and Council Brandings, and each party must ensure that the documents that it produces are so branded.

10.3 Project IP

- (a) The party who creates Project IP owns that Project IP and for the Term of this agreement, grants the other party the right to use their Project IP for the purpose of this agreement only.
- (b) If Project IP is jointly developed or created by the parties, the parties will jointly own that Project IP in equal shares and agree to only use that Project IP for the purpose of this agreement unless otherwise agreed in writing by both parties, which agreement may be subject to such terms and conditions as the parties think fit (including in relation to payment of a licence fee).

11. Warranties

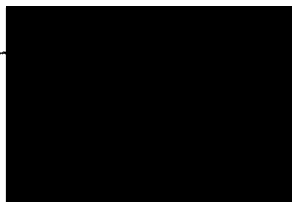
11.1 Parties Warranties

Each party warrants that:

- (a) it has full power and authority to enter into this agreement and perform and comply with its obligations under this agreement;
- (b) neither the signing of this agreement nor the performance of obligations under this agreement will cause them to be in breach of any other agreement;
- (c) they will provide and use the necessary resources and adequate numbers of appropriately qualified Representatives to supply and enable the Services;

12 Indemnity

12.1 Scope of indemnity

- (a) EWN indemnifies:
 - (1) Council;
 - (2) Council's related bodies corporate; and
 - (3) the Representatives of each of the above;(together referred to as "**Those Indemnified**"), against any loss, liability, damages, costs (including legal costs) or expenses arising from:
-
- 

- (4) a breach of this agreement;
- (5) negligence, fraud, misconduct or breach of legislation;
- (6) injury to or death of any person;
- (7) damage to tangible property or infringement of Intellectual Property; or
- (8) a breach of privacy or confidentiality obligations, whether arising under this agreement or otherwise, by EWN, its related bodies corporate or its Representatives.

- (b) EWN will also indemnify Those Indemnified against any loss, costs and expenses incurred in defending or settling any claim against any of Those Indemnified in connection with any injury or disability suffered by any Representatives of EWN in the performance of the Services under this agreement.

12.2 Limitation

This indemnity does not apply to the extent that the loss, liability, damages, costs or expenses was caused or contributed to by Those Indemnified.

12.3 Continuing obligation

This indemnity is a continuing obligation and survives the termination or expiry of this agreement.

13 Brisbane Subscriber Terms and Conditions

EWN will ensure that the Terms and Conditions of registration for Brisbane Subscribers are amended so as to be in the form set out in Schedule 2.

14 Dispute Resolution

14.1 Disputes

A party will not commence court or arbitration proceedings over a dispute arising from this agreement (except for proceedings for interlocutory relief) until it has attempted to resolve the dispute in accordance with the following procedure. Nothing in this clause prevents a party from exercising its termination rights under this agreement or otherwise.

14.2 Procedure for resolution of dispute

- (a) A party claiming that a dispute exists must notify the other party of the nature of the dispute (Dispute Notice).
- (b) Within 10 business days of receipt of the Dispute Notice, the parties will:
 - (1) attempt to resolve the dispute by direct negotiation, including by referring the matter to persons or people who may have authority to intervene and resolve the dispute; or

- (2) agree to submit the dispute to mediation or some other form of alternative dispute resolution procedure.
- (c) If:
- (1) there is no resolution or agreement; or
 - (2) the dispute is submitted to mediation or some other form of alternative dispute resolution procedure, and there is no resolution within 60 business days of the submission (or such extended time as the parties may agree in writing before the expiration of the 60 business days);
- then either party may commence legal proceedings.

14.3 Continued performance

Despite the existence of a dispute, the parties must continue to perform their obligations under this agreement.

14.4 Use of information

Any information or documents disclosed by a disputant under this clause must be kept confidential and may not be used except to attempt to resolve the dispute.

15 Termination

15.1 Termination by either party

Either party may immediately terminate this agreement by notice to the other party as follows:

- (a) the other party is in breach of any term of this agreement and fails to remedy the breach within 14 business days after the date on which notice of the breach was served on that party or the breach is incapable of remedy;
- (b) if an insolvency event occurs in relation to the other party; or
- (c) the other party is unable to perform its obligations under this agreement for a continuous period of 30 business days or more caused by Force Majeure.

15.2 Termination for convenience of Council

Council may terminate this agreement at any time for its convenience by giving 30 days notice in writing to EWN. Termination will take effect upon the expiration of the 30 days notice. Termination of the agreement under this clause 15.2 will be without penalty or compensation being required to be paid by Council to EWN.

15.3 Retention of rights

If this agreement ends for any reason, each party retains the rights, powers and remedies that it had against the other party for any past breach.

16 Force Majeure

16.1 Non-performance due to Force Majeure

Neither party will be liable for any failure to carry out its obligations under this agreement to the extent that those obligations were not performed because of Force Majeure.

16.2 Obligation to overcome Force Majeure

If a party's performance of its obligations under this agreement is affected by Force Majeure, that party will use its best endeavours to promptly restore itself to a position where it can perform its obligations.

17 General

17.1 Notices

- (a) All notices under or in connection with this agreement must be in writing unless otherwise specified.
- (b) Notices must be delivered to the other party by hand or forwarded to the other party by prepaid post, certified or registered mail or facsimile transmission to the contact details set out in Schedule 1 or to such other contact details as may be advised in writing from time to time.
- (c) All notices served under this agreement are deemed received:
 - (1) on the first business day after delivery, if delivered by hand; or
 - (2) 3 business days after posting, if sent by prepaid mail from within Australia, or 7 days after posting if sent by prepaid mail from outside Australia, or the day of signature acknowledging receipt if delivered by registered mail or courier; or
 - (3) on the earlier of the date of transmission or the date shown on the sender's transmission report that confirms that the notice has been transmitted in full to the correct number, if sent by facsimile.

17.2 Relationship of parties

- (a) EWN acknowledges and agrees that it is an independent contractor and is not an agent of Council and that EWN has no authority to bind Council by contract or otherwise.
- (b) This agreement is not intended to create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties.

17.3 Assignment

Neither this agreement nor any rights or obligations under this agreement may be assigned or otherwise transferred by EWN. Council may assign all or any part of its rights under this agreement to a related body corporate.

17.4 No Waiver

No waiver by either party of any provisions of this agreement will amount to a continuing waiver or a waiver of any other provision of this agreement unless made in writing and signed by the party waiving its rights under the subject provision.

17.5 Governing law

The laws applicable in Queensland govern this agreement. The parties irrevocably submit to the exclusive jurisdiction of the courts of that State and to the courts that may hear appeals from the courts of that State.

17.6 Amendment

This agreement cannot be amended, supplemented, varied, replaced or novated except in writing signed by the parties.

17.7 Severability

A provision of this agreement that is or becomes invalid or unenforceable in any way is to be severed to the extent possible and necessary to make this agreement enforceable. The remaining provisions will not be affected and this agreement will be interpreted so as to most nearly give effect to the intentions of the parties as it was originally signed.

17.8 Entire agreement

This agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior agreements, representations, negotiations and correspondence.

17.9 Legal costs & taxes

- (a) Each party will bear its own legal costs and expenses in connection with the preparation, negotiation, execution and completion of this agreement.
- (b) All taxes (including stamp duty, GST, fines, penalties and interest) payable on:
 - (1) this agreement;
 - (2) any agreement executed in accordance with this agreement; or

(3) any transaction contemplated by this agreement;
will be paid by EWN.

17.10 Giving effect to this agreement

EWN and Council must, and must ensure that their Representatives, do anything reasonably required (including executing all documents) to give full effect to this agreement and the transactions contemplated by it.

17.11 Representatives

If a party has an obligation under this agreement, where appropriate, it must also ensure that its Representatives comply with and perform that obligation.

17.12 Counterparts

This agreement may be executed in any number of counterparts.

17.13 Execution by attorney or authorised representative

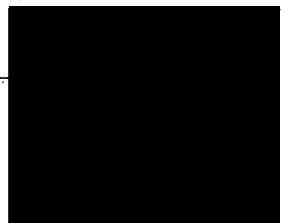
Where an attorney or authorised representative executes this agreement, that attorney or authorised representative, by executing, declares that they have no notice of revocation, termination or suspension of the power of attorney or authorisation under which they are executing this agreement.

17.14 Good faith

The parties must at all times during the currency of this agreement act towards each other with good faith.

17.15 No merger

Rights and obligations in this agreement that deal with Confidential Information and privacy survive the assignment, expiration or termination of this agreement or any transaction contemplated by this agreement.



Executed as an agreement on the dates and year herein blow stated.

Signed by the BRISBANE)
CITY COUNCIL by its duly)
constituted delegate)



Signature of

SHEILAN HAMMILL

[print full name])
on the 18 day of December 200)
in the presence of:)

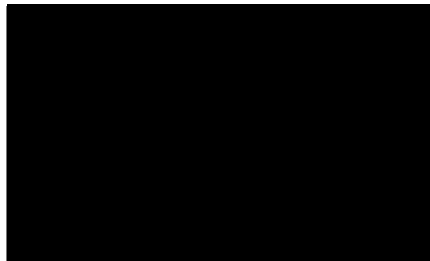


Signature of Witness

GERALDINE MARY KNAPP.

Full name of Witness

Executed by an
authorised representative of
Look Here Pty Ltd
ABN 55 122 940 175
in the presence of:



Signature



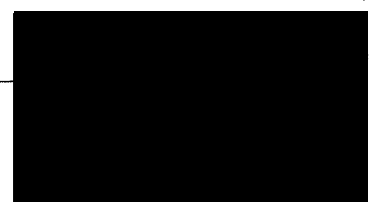
Signature of witness

Kerry Plowright
Name (please print)

Date: 16/12/2009

Name (please print) MARCO PLOWRIGHT

Date: 16/12/2009



Schedule 1

ITEM 1: TERM [CLAUSE 2]

- (a) Commencement Date: 30 November 2009
 (b) Expiry Date: 29 November 2010

ITEM 2: SERVICES [CLAUSE 3]

1. Registration Process for Brisbane Subscription to the Services and management of Brisbane Subscribers:

EWN (at its own cost) will develop and operate the EWN system under which:

- a) persons who are residents of Brisbane City Council Local Government Area (limited to one subscriber per Brisbane household) can register to be a subscriber to the EWN services to receive:
- (i) EWN alert messages pursuant to the EWN Standard Alert Messaging Services via:
 - (A) either SMS to mobile phone/pager or landline telephone if no mobile phone/pager; and
 - (B) email (if requested by the subscriber); and
 - (ii) Council-Initiated Alert Messages via (as elected by Council) one or all of SMS to mobile phone/pager, landline telephone, or email sent by Council or by EWN at the request of Council.
- b) the subscription registration is to be made only through in a manner as agreed, from time to time, between EWN and Council.
- c) Brisbane Subscribers can change the medium (SMS, landline, or email) and associated contact details by which alerts are sent to them, by accessing their registration information online accessible via Council's corporate website or by contacting EWN directly on 1300 703 017.

Within 7 business days of the end of each calendar month, EWN will prepare and send to Council a report which details, at a minimum the following:

- Number of Brisbane Subscribers who registered that month, with breakdown of numbers based on postcode

- Total number of Brisbane Subscribers registered for that Contract Year to date

2. EWN Standard Alert Messaging Services:

EWN operates an early warning network system under which subscribers receive telecommunication alerts via:

- (a) either SMS to mobile phone/pager or landline telephone if no mobile phone/pager; and
- (b) email (if requested by the subscriber);
- (c) web;
- (d) Desktop ALERT™;

about severe natural disaster and weather events that may significantly impact the subscriber's area, in accordance with the timetable set out in this Schedule 1.

Type of Events

The types of events alerts relate to are (but not limited to): storms with potential for hail, flash flooding or damaging winds; fire; and tsuanamis.

Level of Severity

The level of severity of an event to trigger an alert is where an event poses reasonable risk to safety and property. This is usually determined on the initial Bureau of Meteorology ("BoM") warning of an event and related BoM information. Radar and other available meteorological data assist in geo-locating or targeting the warning to those populations to be affected by the event. In the instance of extreme weather this means damaging winds (Usually over 90k), hail, flooding and flash flooding. Once BoM sends out a severe weather alert, EWN will monitor, evaluate and based on best calculations and predictions provide an alert in an endeavour to provide affected Brisbane Subscribers notification of potential severe weather.

Alerts are only sent to Brisbane Subscribers in defined discrete geographic areas (fixed or located via latitude and longitude based on post code grouping and addressing system) within Brisbane which may be impacted by the relevant event.

In the instance that BoM do not send out an alert message, should EWN decide that a portion or the whole of Brisbane may be affected by a severe weather event, EWN will send out an advisory alert based on their own investigation and findings.

EWN Alert Messages sent to Brisbane Subscribers via e-mail will be co-branded with EWN and Council's corporate logo. EWN Alert Messages sent to Brisbane Subscribers via SMS, where possible and dependant on the length of the SMS message, will be co-branded with EWN and Council's corporate logo.

Alert messages from other content providers to Brisbane Subscribers are not permitted unless a co-sponsorship or content provider arrangement is entered into with EWN, subject to and in accordance with the requirements of clause 3.8.

Within 7 business days of the end of each calendar month, EWN will prepare and send to Council a report which details, at a minimum the following:

- Total number of EWN standard alert messages sent out to Brisbane Subscribers during the month, with break down of % and number of modes by which alerts were sent, event category the subject of the sent alert, number of alerts per Brisbane Subscriber for the same event, when alerts were sent and to whom
- Individual number of alerts sent to each registered Brisbane Subscriber during the month, with break down of % and number of modes by which alerts were sent, event category the subject of the sent alert, when alerts were sent and number of alerts.
- any issues identified to be resolved by Council and EWN
- any potential sponsorship or content provider proposals by or to any third party which will affect Brisbane residents
- sponsorship or content provider proposal update including status update.

3. Council-Initiated Alert Messaging Services:

EWN (at its own cost) will develop and operate the EWN system under which:

- a) Council can create and either through:
 - (i) specified Representatives and Key Personnel of Council (authorised by EWN) distribute; or
 - (ii) request specified Representatives or Key Personnel of EWN to distribute; *Council-Initiated Alert Messages* relevant to defined discrete geographic areas within or adjacent to the Brisbane City Council Local Government area to Brisbane Subscribers; in accordance with the timetable set out in this Schedule 1;
- b) specified Representatives and Key Personnel of Council (authorised by EWN) can access and administer the EWN system to send Council-Initiated Alert Messages to Brisbane Subscribers;
- c) For Brisbane Subscribers, Council-Initiated Alert Messages will take priority over any and all other alert messages initiated by EWN, other entities to Brisbane Subscribers who enter into a relationship or arrangement with EWN, whether or not a co-sponsor with Council or as another content provider.
- d) Council-Initiated Alert Messages sent to Brisbane Subscribers via e-mail will be co-branded with EWN and Council's corporate logo. Council-Initiated Alert Messages sent to Brisbane Subscribers via SMS, where possible and dependant on the length of the SMS message, will be co-branded with EWN and Council's corporate logo.

Applicable to the Services Generally:

4. A natural disaster in Brisbane does not prevent EWN's system from operating. It is noted that Brisbane Subscribers may not receive alerts because of malfunctions of telecommunication systems, and this clause does not require EWN to be responsible for that. To avoid doubt, if alert messages (for either of the Services) are sent but unable to be received by Brisbane Subscribers due to malfunctions of telecommunication systems, Council is not required to pay the Fees or the Sponsorship Amount relating to alert messages for either of the Services affected by malfunctions of telecommunication systems. Should the first landline alert not be received by the resident, EWN will send the landline message another 2 times to try to alert the homeowner.

5. EWN will give not less than 14 days notice to all Brisbane Subscribers if Council's sponsorship of the EWN Standard Alert messaging Services comes to an end and EWN intends to charge a fee to the subscriber for the provision of any services. EWN will allow the subscriber to unsubscribe without charge or penalty.

Within 7 days of the end of each calendar month, EWN will prepare and send to Council a report which details, at a minimum the following:

- Total number of Council-Initiated Alert Messages sent out to Brisbane Subscribers during the month, with break down of % and number of modes by which alerts were sent, event category the subject of the sent alert, number of alerts per Brisbane Subscriber sent for the same event, when alerts were sent and to whom
- Individual number of alerts sent to each registered Brisbane Subscriber during the month, with break down of % and number of modes by which alerts were sent, event category the subject of the sent alert, when alerts were sent and number of alerts.
- any issues identified to be resolved by Council and EWN.

ITEM 3: TIMETABLE

Services under this Schedule 1 are to be provided in accordance with the following timetable:

- EWN Alert Message and Council-Initiated Alert Messages are to be sent to potentially affected Brisbane Subscribers at least 30 minutes prior to an event occurring

ITEM 4: KEY PERSONNEL [CLAUSE 3.4]:**EWN's Key Personnel:**

Kerry Plowright, Managing Director
Look Here Pty Ltd trading as The Early Warning Network

Michael Bath
General Manager Alerts

Julian Kuiters
Head Developer

Council's Key Personnel:

Jason Cameron, Disaster Operations Manager,
Community Safety & Disaster Management Branch

Peter Fletcher, Project Manager,
iDivision Branch

Gordana Petrocetto, Project Officer
Community Safety & Disaster Management Branch

ITEM 5: FEES [CLAUSE 4.2]

The following fees apply in respect of provision of the Council-Initiated Alert Messaging Services.

Registration, Subscription or Annual fees:

Council is not obliged to pay any registration, subscription or annual fee for the Council-Initiated Alert Messaging Services.

Per Council-initiated Alert Message fees:

Subject to clause 4, Council is obliged to pay a fee for each SMS or landline telephone Council-initiated Alert Message sent using the EWN system at the following rates:

- a. Per SMS message - 5 cents
- b. Per landline message - 12 cents

To avoid doubt, email messages are sent free of charge.

Maximum Fee Amount (clause 4.2(d)):

Not Applicable.

ITEM 6: SPONSORSHIP AMOUNT [CLAUSE 4.1]

In recognition of the costs incurred by EWN to provide the EWN Standard Alert Messaging Service to Brisbane Subscribers, the following Sponsorship Amount will be payable by Council to EWN, annually in accordance with the times specified below:

Annual Base Sponsorship Amount:

Council will pay \$35,000 for up to 30,000 Brisbane Subscribers, irrespective of the number of alerts sent to the first 30,000 Brisbane Subscribers, payable by Council to EWN in the following manner, subject to receiving a valid tax invoice from EWN:

1. \$10,000 upon signing of this Agreement;
2. the balance of \$25,000 in 12 equal monthly installments, in arrears, during the Contract Year.

Additional Annual Sponsorship Amount:

Above 30,000 Brisbane Subscribers in the Contract Year, the additional annual Sponsorship Amount payable by Council is calculated per Brisbane Subscriber above the base 30,000 Brisbane Subscribers at a rate of \$1.16, subject to clause 4.1(d), payable by Council to EWN, monthly in arrears and contemporaneously with the monthly installment payment of the Annual Base Sponsorship Amount, subject to receiving a valid tax invoice from EWN.

To avoid doubt, if the number of alerts sent to Brisbane Subscribers exceed an average of 20 alerts per Brisbane Subscriber (the base number of alerts) in a Contract Year, Council is not obliged to pay to EWN any additional Sponsorship Amount.

The rate of \$1.16 per Brisbane Subscriber above 30,000 Brisbane subscribers in a Contract Year is based on an average of 20 alerts per Brisbane Subscriber (the base number of alerts) sent out in a Contract Year at the following rates:

- a. Per SMS message - 5 cents
- b. Per landline message - 12 cents
- c. Per email message - free

Maximum Sponsorship Amount (clause 4.1(d)):

Not Applicable.

ITEM 7: NOMINATED REPRESENTATIVES (CLAUSES 1 AND 7.1)**For Council:**

Name: Jason Cameron

Position: Disaster Operations Manager, Community Safety & Disaster Management
Branch, Families and Community Services DivisionAddress: Brisbane City Council, Brisbane Square, Level 9, 266 George Street, Brisbane,
Qld

E-mail: [REDACTED]

Telephone: [REDACTED]

Facsimile No: [REDACTED]

For EWN:

Name: Kerry Plowright

Position: Managing Director

Address: [REDACTED]

E-mail: [REDACTED]

Telephone: [REDACTED]

Facsimile No.: [REDACTED]

ITEM 8: ADDRESS FOR NOTICES [CLAUSE 17.1]**Notices to BRISBANE CITY COUNCIL:**

Jason Cameron

Disaster Operations Manager

Community Safety & Disaster Management Branch

Families And Community Services Division
Brisbane City Council

Level 9, Brisbane Square, 266 George Street, Brisbane, Qld 4000

GPO Box 1434, Brisbane, Qld 4001

Facsimile No.:



Notices to EWN:

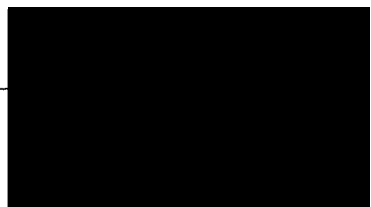
Kerry Plowright



Facsimile:



oOo



Schedule 2
Brisbane Subscriber Terms and Conditions

1. The Brisbane Early Warning Service is a service intended to provide to subscribers, via alert messages sent through the early warning network ("EWN") system, early warning of potential emergency and/or severe natural disaster and weather events relevant to a chosen location based on information from publicly available sources.
2. Council-Initiated Alert Messages may be distributed, through the EWN system, to Brisbane Subscribers by or at the request of Brisbane City Council.
3. Whilst EWN and Brisbane City Council endeavour to provide a service of a high quality, no such system can claim to be completely accurate or failsafe. For that reason if you subscribe to this warning alert service YOU:
 - (a) acknowledge and accept that:
 - (i) reasonable endeavours will be taken to provide warning alerts to subscribers at the earliest opportunity;
 - (ii) the messaging media utilised is neither real-time nor instantaneous;
 - (iii) this service cannot be solely and wholly relied upon and other mediums such as radio should be monitored to inform of potential events;
 - (iv) are responsible for updating your registered contact details, if and when they change.
 - (b) expressly agree that Brisbane City Council and Look Here Pty Ltd ABN 55 122 940 175 trading as the Early Warning Network (the provider of the service) will NOT be responsible for any loss or damage suffered incurred or sustained by you in connection with this warning alert service. This includes, but is not limited to, any loss or damage arising from:
 - (i) the failure or delay in warning you of an event
 - (ii) provision of an alert that warns of an event that fails to materialize
 - (iii) the interpretation of the magnitude or severity of an event, and
 - (iv) any inaccuracies in the predictions of the location of an event.
4. For Brisbane Subscribers:
 - (a) you must be a resident within the Brisbane City Council Local Government area, AND
 - (b) there is a limit of one subscription per Brisbane household, whether the "household" is an apartment, town-house, duplex or house.

oOo



MEMORANDUM OF UNDERSTANDING

Between

BRISBANE CITY COUNCIL (ACTING THROUGH FAMILY AND COMMUNITY SERVICES DIVISION)

And

**Look Here Pty Ltd ABN 55 122 940 176
trading as "The Early Warning Network"**

MEMORANDUM OF UNDERSTANDING APPROVAL		
NAME OF SIGNATORIES	SIGNATURE	DATE
A/Divisional Manager, Families & Community Services, Sharan Harvey	[Redacted Signature]	10/12/09
Look Here Pty Ltd ABN 55 122 940 176 trading as "The Early Warning Network", Managing Director, Kerry Plowright	[Redacted Signature]	07/12/2009

**MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY
WARNING NETWORK FOR EWN FLOOD ALERT PILOT**

TABLE OF CONTENTS

1	THE PARTIES.....	1
2	INTENTION OF THE PARTIES	1
3	PURPOSE:.....	1
4	RESPONSIBILITIES OF THE PARTIES	2
5	MEETINGS	5
6	UNDERSTANDING OF THE PARTIES	5
7	CONFIDENTIALITY	5
8	DURATION OF THIS MOU.....	6
9	COSTS.....	6
10	TERMINATION	8
11	PROJECT REPRESENTATIVES AND THEIR CONTACT DETAILS	8

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

1 THE PARTIES

The parties to this Memorandum of Understanding are:

Brisbane City Council (acting through its Families & Community Services Division), a body corporate constituted by the *City of Brisbane Act 1924 (Qld)*, whose principal offices are at 266 George Street, Brisbane, Queensland
("Council")

And

Look Here Pty Ltd ABN 55 122 940 176 trading as "The Early Warning Network", whose principal offices are at 31 Highland Drive, Terranora, NSW 2486

("EWN")

2 INTENTION OF THE PARTIES

It is the intention of the parties to jointly conduct a pilot of the Early Warning Network Alert System ("**EWNAS**") for members of the Boondall community identified as being affected by creek flooding and who agree to participate in the pilot (the "**Pilot**"). The intention of the Pilot is to determine the suitability of EWNAS for the purpose of providing early warning alerts in relation to creek flooding to Brisbane, using landline telephone, SMS and/or email triggers (or a combination thereof) generated by Council's flood gauge network.

3 PURPOSE:

The purpose of this Memorandum of Understanding ("**MoU**") is to ensure all parties are aware of their obligations with regard to the pilot as follows:

- Activities involved in planning, conducting and assessing the Pilot
- Roles and responsibilities of the parties
- Costs to be incurred by the parties before and during the Pilot Period and, subject to Council approvals being obtained, likely fees for the EWNAS service after the Pilot Period.
- Methods of testing during the Pilot Period (eg. an agreed number of "live" test runs under planned conditions)
- Methods of assessing the Pilot success and the suitability of EWNAS for the purpose of providing early creek flooding warning alerts to flood prone communities in Brisbane.
- Description of system and processes involved in providing early

1

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

warning alerts to creek flood affected residents involved in the Pilot.

4 RESPONSIBILITIES OF THE PARTIES

(a) EWN will develop and operate a system under which:

- (i) EWN will upload and register as an isolated saved "group of people", through EWN's own website, the Pilot Participants, as per the list provided by Council, to receive (via one or all of the following modes: SMS, telephone landline or email) alerts relating to the Boondall Catchment area.

It is noted that subscription to the general/standard EWNAS service can be made by Pilot Participants separately to the carrying out of the Pilot by them personally registering their details through EWN's own website.

- (ii) Pilot Participants can by notice to EWN (or Council for the purpose of Council forwarding to EWN) change the mode (SMS, landline or email) by which alerts are sent to them.

- (iii) On a 24hour/7day a week availability basis, EWN will, to ensure a timely service, immediately upon receipt of warning messages received from Council ("Council-Initiated Alert Messages") EWN will firstly, verify and deal with Council-Initiated Alert Messages using the process outlined below:

1. Upon receipt of a Council-Initiated Alert Message, EWN will assess the message using information/assessment from radar, rainfall figures and other information already at hand including forums, local contacts and others.
2. If EWN's assessment is reflective of the Council-Initiated Alert Message, EWN will approve and issue the Council-Initiated Alert Message to the Pilot Participants.
3. If EWN's own assessment is not reflective of the Council-Initiated Alert Message, EWN will evaluate the risk to the Pilot Participants and act on its own judgement in the best interests of the Pilot Community as to whether or not to issue the subject Council-Initiated Alert Message to the Pilot Participants. If EWN decides not to send the subject Council-Initiated Alert Message to the Pilot Participants, EWN will notify (by email) Council's Project Representative of the same.

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

4. EWN will use its best endeavours to pass on verified Council-Initiated Alert Messages within 5 to 10 minutes of receipt from Council.
- (iv) EWN, in conjunction with Council, will conduct a number of "live" exercises (minimum of three: one per month) to test the EWNAS during the Pilot Period. This may also involve testing varying telecommunications providers (eg. Telstra, Optus etc.) during the live exercises.
 - (v) A natural disaster in Brisbane does not necessarily prevent the EWNAS from operating. It is noted that Pilot Participants may not receive alerts because of malfunctions of telecommunications systems, and this clause does not require EWN to be responsible for that.
 - (vi) EWN will not charge Council for sending messages to Pilot Participants or for conducting the "live" tests as part of the Pilot.
 - (vii) EWN will assist Council with the development of surveys, questionnaires and other evaluations for the Pilot Participants to complete and return to Council.
- (b) Council's responsibilities are to:
- (i) Provide a list of Pilot Participants that will comprise:
 - (A) members from the Boondall Community identified by Council as being affected by creek flooding and who agree to use the EWNAS service during the Pilot Period; and
 - (B) Up to six nominated Council officers.
 - (ii) Document suitable methods of collecting feedback from the Pilot Participants and update the information in these documents as collected during the Pilot. It is intended that the performance and evaluation measures included in these feedback documents will be jointly developed and agreed to by EWN and Council (however, EWN accepts that Council's decisions are paramount).
 - (iii) Pro-actively work with the Pilot Participants and collect data as it becomes available.
 - (iv) Participate in the "live" exercises to test the EWNAS as outlined in clause 4(a) (iv) of this MoU.

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

- (v) Manage the Pilot Participants from a project perspective. Council representatives will be the primary contact for the Pilot Participants during the Pilot Period, and will provide the initial support contact for any issues they may experience. If issues occur with the EWNAS service, Council will pass this information on to EWN as soon as practicable to enable a resolution to be sourced in a timely manner.
 - (vi) Council will create the warning messages (for real and test alerts) via the FloodWise system and send these messages to EWN via email for forwarding to the Pilot Participants in accordance with clause 4(a)(iii).
 - (vii) Council, in conjunction with EWN, will develop surveys, questionnaires and other evaluations for the Pilot Participants to complete and return to Council for assessment of the Pilot.
- (c) Evaluation and Assessment Documentation
- (i) The parties acknowledge and accept that:
 - (A) ownership of the intellectual property rights in the evaluation/feedback documentation developed by the parties pursuant to this MOU that are to be provided to the Pilot Participants and documentation relating to the assessment of the Pilot will upon creation immediately vest in Council; and
 - (B) Information and data provided by the Pilot Participants in the evaluation/feedback documentation is confidential to Council.
 - (ii) Council will provide EWN with a copy of the evaluation/feedback and assessment documentation and grants EWN a right to use such documentation for the internal business of EWN for the purpose only of improving its EWNAS service.
 - (iii) The parties agree that this clause 4(c) is legally binding upon the parties and shall survive the expiration or earlier termination of this MoU.

5 MEETINGS

The Project Representatives of the parties shall meet periodically and as regularly as deemed necessary by the parties (through the Project Representatives) to progress the performance of this MoU, to discuss and resolve any problems and any other issue considered relevant to the Pilot.

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

6 UNDERSTANDING OF THE PARTIES

- (a) This MoU is not intended to create or constitute or be deemed to create or constitute any binding legal relationship between the parties other than as expressly provided for in this MoU.
- (b) The parties agree to act in good faith and cooperate with each other in the performance of this MoU.
- (c) The parties warrant that their respective signatories to this MoU are authorised to enter into this MoU for and on behalf of their respective party.

7 CONFIDENTIALITY

- (a) Each party agrees that the terms of this MoU, any related negotiations and any information received or discovered pertaining to the other party will be kept confidential except:
 - (i) To the extent provided for or contemplated in this MoU; and
 - (ii) To its respective employees who are required to know such information to enable the parties to discharge their respective obligations and to its accountants and legal advisers or as required by law without the prior written consent of the other party.
- (b) EWN acknowledge and accept that:
 - (i) although Council will request that the Pilot Participants do not disclose the information relating to the Pilot to the media, Council cannot control the Pilot Participants; and
 - (ii) Council is not responsible or liable to EWN for disclosures made by Pilot Participants to the media or to other third parties.
- (c) The parties agree that this clause 7 is legally binding upon the parties and shall survive the expiration or earlier termination of this MoU.

8 DURATION OF THIS MOU

- (a) This MoU will commence upon the signing of this MoU by both parties and remain in force until 31 March 2010 being the period by which the Pilot is due to be completed unless terminated earlier. The parties (through their Project Representatives) may agree to extend the duration of this MoU for such periods as they may agree.

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

- (b) The intended timeframes for the Pilot are as follows:
- (i) By Thursday 26/11/2009: Council to provide List of Pilot Participants to EWN.
 - (ii) By Friday 27/11/2009: Council to create the warning messages (real and test alert messages).
 - (iii) By Monday 30/11/2009: Parties to develop evaluation /feedback documentation.
 - (iv) By Monday 07/12/2009: EWN to register the Pilot Participants as listed as an isolated saved subscriber "group of people" for the purpose of the Pilot.
 - (v) From Tuesday 08/12/2009 to Wednesday 31/03/2010: The Pilot will be carried out by the parties ("Pilot Period").
 - (vi) By Friday 28/5/2010: Council to assess the success of the Pilot and the suitability of EWNAS for location-specific Brisbane residents to receive Council-Initiated Alert Messages generated by Council's flood gauge network.

9 COSTS

- (a) Each party shall bear their own costs in relation to the performance of this MoU. Council is not liable to pay:
- (i) Any subscription or annual fee for the EWNAS services provided by EWN to Council and the Pilot Participants; or
 - (ii) Fees or charges for alert messages sent to the Pilot Participants, whether Council-initiated messages or initiated by EWN, before during or after the Pilot Period.
- (b) At the end of the Pilot Period, EWN (at its own cost) will, in a prompt and timely manner, re-register the Pilot Participants as subscribers of EWN's general/standard EWNAS service, if requested by Participants.

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

- (c) EWN will give not less than 14 days notice (via the mode(s) by which alerts are received) to all Pilot Participants who are or become registered with EWN for its general/standard EWNAS service, if EWN intends to charge a fee to the subscriber for the provision of any EWNAS services, and will allow the subscriber to unsubscribe without charge or penalty.
- (d) Without limiting clause 9(a), should Council consider the Pilot a success and wish to engage the services of EWN to provide their EWNAS services in relation to Council-Initiated Alert Messages generated by Council's flood gauge network to location-specific Brisbane residents, then the parties will seek to enter into a formal written agreement, subject to and conditional upon:
 - (i) Council approvals being obtained; and
 - (ii) the parties agreeing the terms and conditions for the provision of the services (including, without limitation, fee rates for sending Council-initiated messages).

It is noted that, currently, the likely fees for each Council-Initiated Alert Message sent using the EWNAS are:

- (i) Per SMS message – 5 cents
- (ii) Per landline telephone message – 12 cents
- (iii) Per e-mail message – free of charge

The parties agree to negotiate (in good faith) mutually agreeable fee rates which rates may be determined and reduced having regard to criteria such as (without limitation) the then current available competitive fee rates for such messaging modes, the number of Council-initiated messages likely to be sent in a year and the number of likely recipients of such messages.

To avoid doubt, if Council-Initiated Alert Messages are unable to be received by Brisbane Subscribers due to malfunctions of telecommunication systems, Council is not required to pay fees relating to Council-Initiated Alert Messages sent to but not received by Brisbane Subscribers affected by malfunctions of telecommunication systems.

10 TERMINATION

- (a) Without prejudice to any other rights a party to this MoU may have either under this MoU or at law either party may terminate this MoU immediately by notice in writing if:
 - (i) The other party's performance is unsatisfactory or is unduly delaying in the performance of its obligations;

7

MEMORANDUM OF UNDERSTANDING BETWEEN BRISBANE CITY COUNCIL AND THE EARLY WARNING NETWORK FOR EWN FLOOD ALERT PILOT

- (ii) The other party is not acting in good faith in the performance of this MoU; or
 - (iii) The other party has failed to perform its obligations as outlined under this MoU and the failure is not remedied within fourteen days of written notice of the failure.
- (b) Council may terminate this MoU, for its convenience, by giving 14 days written notice to EWN, without compensation or liability to EWN.

11 PROJECT REPRESENTATIVES AND THEIR CONTACT DETAILS

Council's Project Representative:

Jason Cameron
 Disaster Operations Manager
 Community Safety & Disaster Management Branch
 Brisbane City Council

Street Address: 266 George St, Brisbane QLD 4000

Postal Address: PO Box 1434, Brisbane Qld 4001

Telephone: 

Mobile: 

Email:

EWN's Project Representative:

Kerry Plowright
 Managing Director
 Look Here Pty Ltd t/a The Early Warning Network

Street Address: 

Postal Address:

Telephone: 

Email:

Either party may change their Project Representative by notifying the other party in writing.

oOo

Brisbane Subscriber Terms and Conditions

1. The Brisbane Early Warning Service is a service intended to provide to subscribers, via alert messages sent through the early warning network ("EWN") system, early warning of potential emergency and/or severe natural disaster and weather events relevant to a chosen location based on information from publicly available sources.
2. Council-Initiated Alert Messages may be distributed, through the EWN system, to Brisbane Subscribers by or at the request of Brisbane City Council.
3. Whilst EWN and Brisbane City Council endeavour to provide a service of a high quality, no such system can claim to be completely accurate or failsafe. For that reason if you subscribe to this warning alert service YOU:
 - (a) acknowledge and accept that:
 - (i) reasonable endeavours will be taken to provide warning alerts to subscribers at the earliest opportunity;
 - (ii) the messaging media utilised is neither real-time nor instantaneous;
 - (iii) this service cannot be solely and wholly relied upon and other mediums such as radio should be monitored to inform of potential events;
 - (iv) are responsible for updating your registered contact details, if and when they change.
 - (b) expressly agree that Brisbane City Council and Look Here Pty Ltd ABN 55 122 940 175 trading as the Early Warning Network (the provider of the service) will NOT be responsible for any loss or damage suffered incurred or sustained by you in connection with this warning alert service. This includes, but is not limited to, any loss or damage arising from:
 - (i) the failure or delay in warning you of an event
 - (ii) provision of an alert that warns of an event that fails to materialize
 - (iii) the interpretation of the magnitude or severity of an event, and
 - (iv) any inaccuracies in the predictions of the location of an event.
4. For Brisbane Subscribers:

- (a) you must be a resident within the Brisbane City Council Local Government area, AND
- (b) there is a limit of one subscription per Brisbane household, whether the "household" is an apartment, town-house, duplex or house.

Note:

- (1) To change the mode for receiving alerts (SMS, landline or email) and/or contact details associated with those modes, visit www.brisbane.gov.au/earlywarning to access your registered information or contact Brisbane City Council's Customer Contact Centre on (07) 3403 8888.
- (2) To unsubscribe to this service, go to www.brisbane.qld.gov.au/earlywarning and unsubscribe by accessing your registration information, or contact Look Here Pty Ltd on 1300 703 017 or Brisbane City Council's Customer Contact Centre on (07) 3403 8888.

BRIEFING NOTES

FLOODWISE COMMUNITY ALERT PILOT PROJECT & BRISBANE EARLY WARNING ALERT SERVICE 04.12.09

FLOODWISE COMMUNITY ALERT PILOT PROJECT – BOONDALL PILOT

Background

- Council's existing FloodWise System was investigated to provide an early warning alert to flood prone residents in Brisbane;
- Consultation with the Boondall flood prone community revealed that our current FloodWise alert system does not fulfil resident needs;
- Residents require SMS, email alert and landline recorded voice message;
- This service requires a trial period to ensure value and benefit to the community before making available to wider flood prone communities in Brisbane.

Aim

- To evaluate the success, value and benefit of the service;
- Test the early warning system and processes;
- To inform what enhancements are required before such a system could be rolled out to the flood prone communities across Brisbane.

Pilot Project

- A pilot program will be implemented for flood affected residents in Boondall over the 2009/2010 Summer Storm Season (Dec to 31 March 2010);
- The duration of the pilot may be extended prevailing weather forecasting and weather conditions;
- Currently working with EWN to provide emergency flood alerts by mobile, SMS, pagers, phone (text to voice) and email the Boondall pilot group;
- This voluntary service will provide localised creek flood alerts to residents who are directly impacted by flooding from Zillman Waterholes;
- The creek height gauge will trigger an alert of Council's FloodWise System which will automatically send the alert to EWN, for the information to be verified and sent to the resident;
- A Memorandum of Understanding (MOU) with EWN is being developed for the duration of the pilot;
- *Procurement Stores Board approval gained*
- *Memorandum of Understanding with EWN for signing*
- *Memorandum of Understanding will then need to be signed by BCC*

Alerts

- Residents were consulted regarding the service and alert notifications;
- The *initial* alert will be sent when the gauge reaches 35mm, to advise residents that the creek is rising and potential flooding may occur.
- The *second* alert to be sent when the creek reaches the road level;
- The *third* will be sent when the water is receding;
- These alerts will provide affected residents the opportunity to enact their flood ready plans and prepare for the potential impact of flooding.

Pilot Participants

- Initially the pilot will be offered to Boondall flood affected residents participating in the FloodWise Community Ready Plans (37 residents);
- To date 9 participants have chosen to participate in the pilot;
- Surrounding Boondall residents also affected by flooding will be offered the opportunity to participate in the pilot program during December 09.

Pilot Cost

- There are no upfront set up, implementation or maintenance costs for the pilot program;
- EWN has agreed to participate in the pilot so that Council can determine the value of offering the service to flood affected communities in Brisbane;

Evaluation

- A detailed evaluation and monitoring plan will be developed to gather constructive feedback from participants and determine value in providing this voluntary service to other flood prone communities throughout Brisbane.

Finalisation

- Dependant upon the success of the Boondall Pilot project, an ICT budget bid has been put forward for 10/11 financial year to expand this program to other flood prone communities in Brisbane and include the availability for other potential hazards, eg bushfire;
- During 09/10 financial year investigations will be conducted in preparation for the expansion of the program (Phase Two) including identification of flood prone residents in Brisbane, identification of existing infrastructure in place to support the implementation of the alert service, prioritisation schedule of rollout to flood prone communities.

Marketing and Communication

- As this project is a pilot we recommend that no marketing and communication activities be undertaken to promote this project until the evaluation process has been finalised.
- The availability of such a service to other flood prone communities in Brisbane is dependant upon existing infrastructure being in place to communicate the rising of local creek levels.

BRISBANE EARLY WARNING ALERT SERVICE

Aim

- Provide Brisbane residents a free multi-channelled emergency alert service to receive targeted alerts advising of impending extreme weather or emerging natural disasters;
- Enable Brisbane residents to prepare and plan for potential severe weather and/or disaster events to protect life and property.

Project

- Council is working with Procurement to engage the services of EWN to provide the alerts;
- Brisbane residents complete an online registration form to receive free alerts;
- Over the phone registration service is available through the Council's Contact Centre for residents who do not have internet access;
- One registration per household.

Alerts

- Alerts are available by SMS, email and landline telephone messaging for severe thunderstorms and hail, flash flooding, damaging winds, tsunamis, cyclone and bushfire.

Service

- EWN is unique in that it's system (Geographic Notification and Information System (GNIS) *developed by EWN*) provides a geographical based service which has the capacity to target a specific area of homes based on the location nominated by the resident;
- The system can focus down to an individual property, a street, a suburb or as widespread as all of Brisbane. Residents are able to update their location or contact details at any time online;
- EWN gathers information from the BOM, National Oceanic & Atmospheric Administrations National Weather service (NOAA) and weather related internet blogs;
- EWN provides 24/7 monitoring of events and ensures that personnel are ready and available ahead of time, depending upon forecasts received and weather patterns emerging. EWN operators have meteorological experience to enable expert interpretation of the incoming information.

Cost

- For a \$35,000 sponsorship to EWN Council will receive 30,000 free Brisbane resident registrations, for registrations over 30,000 Council will be charged at \$1.16 per registration;
- The \$1.16 cost is based on 20 alerts provided for each registration at a cost of 5 cents per SMS, no charge for email and 12 cents per landline alert.
- EWN have introduced a \$12 annual registration fee for residents outside of Brisbane;
- Apart from Townsville City Council (currently trialling the service) potential uptake rate is unknown. Using Townsville's 20% uptake rate as a benchmark, we can expect:

20% of 400,000 Brisbane households approximately = 80,000

80,000 less 30,000 (included in sponsorship) = 50,000

50,000 times \$1.16 = \$58,000

Note: for every 10,000 registrations it costs Council \$11,600

- A monitoring system in place to ensure that we are aware of the potential spend;
- EWN will be actively seeking sponsorships for the Brisbane area. The sponsorship proposals will be assessed and approved by both EWN and Council. It is the intention that sponsorship money from third parties will contribute to Council costs and over time provide a cost recovery, with the intention of a cost neutral outcome.

Marketing and Communication

- IMAP's have been approved for online advertising, radio advertising and insert into Living in Brisbane, January 2010 edition;
- *Online advertising, radio ads and brochure currently being developed;*
- Uptake will be monitored to determine future promotional requirements.

Expected Delivery Date

- *Online registration process and technology being developed*
- *Procurement Stores Board gained*
- *Contract with Brisbane City Legal for finalisation*
- *Contract to be signed by EWN*
- *Contract to be signed by BCC*

1000
"GP-4"
DATED: 1st DAY OF February 2011

BRISBANE CITY COUNCIL

AND

**LOOK HERE PTY LTD TRADING AS
EARLY WARNING NETWORK
ABN 55 122 940 176**

**CONTRACT FOR THE PROVISION OF
AN EARLY WARNING ALERT SERVICE
Contract No. J110029-2010/11**



Dedicated to a better Brisbane

**STRATEGIC PROCUREMENT OFFICE
Level 22, 266 George Street, Brisbane QLD 4000**

THIS CONTRACT is made on the _____ day of _____ 2011.

BETWEEN:

BRISBANE CITY COUNCIL a body corporate pursuant to the City of Brisbane Act 1924 and whose principal offices are situated at 266 George St, Brisbane 4000 ("the Council")

AND:

LOOK HERE PTY LTD TRADING AS EARLY WARNING NETWORK ABN 55 122 940 176 whose principal offices are situated at _____ "the Contractor")

RECITALS:

- A. The Council requires the provision of the Services through a preferred supplier or standing offer arrangement.
- B. The Contractor has offered to provide the Services to the Council. The Council has accepted this offer upon the terms and conditions of this Contract.

IT IS AGREED AS FOLLOWS:**1. INTERPRETATION OF CONTRACT****1.1 Definitions**

In this Contract and each Order, except where the context otherwise requires:

- (a) **"Additional Period"** means the period(s) specified in Item 1(b) of Schedule A;
- (b) **"Authorised Persons"** means persons who are authorised by the Council's Contract Authority pursuant to clause 3.2;
- (c) **"Business Day"** means Monday to Friday inclusive excluding days which are public holidays in Brisbane;
- (d) **"Claim"** means any:
- (i) costs, losses, damages or any liability of any kind directly or indirectly suffered or incurred by the Council or its employees, agents, contractors or sub-contractors; and/or
- (ii) any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council, its employees, agents, contractors or sub-contractors;
- (e) **"Commencement Date"** means the date specified in Item 1(a) of Schedule A;
- (f) **"Contract Price"** means in relation to the prices, rates, charges and expenses for the provision of the Services under an Order – such prices, rates, charges and expenses which are calculated in accordance with clause 7;
- (g) **"Contractor's GST Liability"** means the GST the Contractor is required by the GST Laws to pay or remit in relation to the supply of the Services (including Disputed Services) to the Council under this Contract or any Order;
- (h) **"Contractor's Staff"** means each and every employee, agent, contractor or sub-contractor of the Contractor who is used by the Contractor to supply, provide or deliver the Services;
- (i) **"Council Premises"** means any buildings, land, structural assets and any other facility which is owned, occupied or controlled by or on behalf of the Council and includes all locations or sites at which the Services are to be supplied, delivered or provided pursuant to this Contract and any Order;
- (j) **"Council's Contract Authority"** means the person who from time to time occupies or acts in the position specified in Item 3 of Schedule A and who is authorised to administer this Contract pursuant to clause 15.1;

Services) and includes any Deliverables and Documentation required to be created, provided or produced (either in whole or in part) by the Contractor as part of the provision of the Services;

- (y) "Specification" means the Specifications for the provision of the Services by the Contractor under an Order and which are determined pursuant to clause 3.5;
- (z) "Term" means in relation to this Contract, the period determined by clause 2 and in relation to an Order, means the time period specified in the Details for the supply, provision or delivery of the Services;
- (aa) "Variation" is as defined by clause 5.

1.2 Interpretation

- (a) Unless the context otherwise requires, the singular includes the plural and vice versa. The clause headings of this Contract (or any Order) shall not in any way affect their interpretation. Any one gender includes all genders.
- (b) All references to "dollars" and "\$" are to Australian dollars.
- (c) All references to "Contractor" shall also include the Contractor's successors and assigns and all references to "Council" shall also include the Council's successors and assigns.
- (d) References to a "document" includes but is not limited to, any drawing, specification, material, record or any other means in which information can be stored or reproduced.
- (e) All references to any information or material in an Order includes all information or material that is expressly incorporated in that Order and/or referred to by that Order and/or attached to that Order.

1.3 Language of Contract

All information delivered as part of the Services supplied under this Contract and any Order shall be written in English. Where any such Documentation is a translation into English, such translation shall be accurate and as is agreed by Council.

1.4 Measurement

Measurements of physical quantity shall be in Australian legal units of measurement as prescribed under the *National Measurement Act 1960*, or if any of the Services are imported and do not conform to such legal units, such other unit of measurement as is agreed by Council.

2. TERM

- 2.1 The Term of this Contract shall commence on the Commencement Date and shall expire on the Expiry Date unless the Term is extended pursuant to clause 2.2 or is terminated in accordance with this Contract.
- 2.2 From and including a Renewal Date, the Term of this Contract can be extended for an Additional Period **PROVIDED THAT**:
 - (a) at least three (3) months before the relevant Renewal Date, both parties have agreed to such extension by written notice or agreement;
 - (b) any such extension shall be on the same terms and conditions of this Contract (including this clause 2); and
 - (c) nothing in this clause shall enable this Contract to be extended beyond the Maximum Term.

3. PLACING OF ORDERS AND EFFECT OF THE SPECIFICATIONS

3.1 Placing of Orders

- (a) When the Council requires the provision of any Services, it shall place an Order with the Contractor and shall agree the Details of any such Order with the Contractor prior to the provision of the Order **provided always that** such Details are in accordance with the provisions of this clause 3 and any variations to the Specifications are in accordance with clause 3.5.

- (b) provide the Council with any obligation, right or entitlement in respect of the provision of the Services by the Contractor under this Contract and/or any Order – those provisions of the Specifications shall be deemed to be contractual obligations, rights or entitlements of the Council under that Order and this Contract;

provided always that in accordance with clause 3.4, where there is any conflict or inconsistency between the requirements of the Specifications and the provisions of this Contract, then the provisions of this Contract shall apply to the extent of the conflict or inconsistency.

3.7 Council not bound to order from the Contractor

It is a condition of this Contract (and each Order) that the Council:

- (a) is **not** providing any guarantee, promise or undertaking (whether legal or equitable) that it will acquire any Services from the Contractor during the Term of this Contract; and
- (b) may at any time place an order for the provision of Services from a third party where **either** the Council is of the opinion that the Contractor is unable to provide the Services in question as and when required by the Council or the Council is exercising its rights pursuant to clause 14.6 (or any other provision) of this Contract or that Order.

4. PROVISION OF THE SERVICES

4.1 General Conditions in relation to the provision of Services

It is a condition of this Contract and each Order for Services that the Contractor shall:

- (a) supply, provide and deliver the Services:
- (i) in accordance with the terms and conditions of that Order (including, but not limited to, the Specifications);
 - (ii) in all other respects - to the highest professional standard and carry out such Services promptly and with due skill, care and diligence that is reasonably expected given the purpose for which the Services are required by Council; and
 - (iii) in a manner that ensures the Contractor and the Contractor's Staff at all times, conduct themselves with a high level of decorum and present themselves in a manner not to offend reasonable members of the public;

and do all things necessary to fulfil its obligations under that Order and this Contract;

- (b) if the Services involve works that require excavation or boring (either manually or through the use of machinery), contact Dial Before You Dig ("DBYD") on telephone number 1100 (or such other number as is assigned from time to time to that service or its replacement service) to request utility plans of underground services in the areas requiring excavation. The Contractor shall not charge the Council any additional fees or expenses for contacting DBYD as this is a free service and further, shall ensure that any excavation work undertaken as part of the Services does not adversely impact the proper operation of any utility services as identified by DBYD. All of the cost of damages to such utility services as a direct result of the Contractor providing the Services will be the sole and absolute responsibility of the Contractor;
- (c) consult and meet with the Council's Contract Authority as frequently as specified in the Specifications or, if no such requirement exists in the Specifications, at such times as determined from time to time by the Council's Contract Authority;
- (d) provide the Council with such reports as prescribed by the Specifications (both in terms of content, format and frequency). Where the Specifications require the provision of reports by the Contractor, the Council's Contract Authority may from time to time change the details to be provided together with the format and frequency of such reports following consultation with the Contractor. Any such changes shall only be effective as and from a written notice from the Council's Contract Authority advising of such changes is deemed to have been served on the Contractor;
- (e) at all times keep and maintain accurate records of the time spent in the provision of the Services. Where required by the Council to verify the fees and expenses invoiced by the Contractor, the Contractor shall provide the Council with free access to such records and allow the Council to take copies of such records free of charge;

compliance with its obligations under this Contract and any such Order and to document such compliance. The Contractor acknowledges and agrees that its compliance with its QAS shall not release or discharge it from compliance with its obligations under this Contract or any Order.

- (b) To enable the Council to monitor the Contractor's compliance with its obligations under this Contract or any Order, the Contractor shall at all times during the Term, allow the Council reasonable access to the Contractor's QAS as used by the Contractor (including the Contractor's Staff) in the provision of the Services.

5. VARIATION TO THE SPECIFICATIONS OR SERVICES

- 5.1 Prior to an Order being properly completed by the Contractor, the Council may seek to vary the Order in any manner (such as, but not limited to, variations to the Specifications, delivery times, the quantity of the Services ordered under that Order) by the provision of written notice to the Contractor ("the Variation").
- 5.2 As soon as practicable after receipt of any such Variation referred to in clause 5.1, the Contractor shall notify the Council whether it agrees to the variations proposed by the Council and if so, shall also provide the Council with an estimate of:
- (a) any additional cost to the agreed Contract Prices that will occur as a result of the Variation. If directed by the Council, the Contractor shall provide a detailed quotation for the Variation together with evidence of such costs; and
- (b) the effect such Variation will have on the provision and/or delivery of the Services under that Order.
- 5.3 The Variation shall not constitute a legally binding variation to that Order unless the parties have agreed in writing to such Variation (whether by formal instrument or by other written means). In the absence of such written agreement, the Order (as unamended) shall remain binding on the parties.
- 5.4 The prices applicable for any such Variation shall be determined in accordance with clause 7.1 or, if no rates are specified in Schedule B for Variations, at reasonable rates or prices (which shall include a reasonable amount for profit and overheads).

6. ACCESS TO COUNCIL PREMISES AND SYSTEMS

The Contractor shall fully comply with (and ensure the Contractor's Staff fully comply with) all requirements or directions of the Council relating to:

- (a) access to, behaviour on or access from any Council Premises (including, but not limited to, security and Occupational Health and Safety requirements in relation to such premises); and
- (b) where arranged and permitted by the Council - access to and use of the Council's computer systems, programs and/or any arrangement Council has in place to access the Internet. Further, the Contractor shall advise the Council's Contract Authority of any such unauthorised access and/or use.

These requirements or directions shall be as provided from time to time in writing by the Council's Contract Authority to the Contractor.

7. PRICE AND PAYMENT

7.1 Contract Prices

- (a) The Contractor shall not, in respect of the provision of any Services under any Order (or any Variation), attempt or seek to impose any costs, expenses or charges that are calculated other than in accordance with this clause 7.
- (b) The Contract Prices in respect of any Services (or items which are used in the provision of that Services and which are charged separately) ordered under an Order or a Variation shall be:
- (i) as determined in accordance with:
- A. the prices and charges;
 - B. any additional fees and charges; and
 - C. any variation formulae or indices;

that all or part of the Services in question have not been satisfactorily provided or performed in accordance with this Contract and the Order to which those Services relate ("**the Disputed Services**"), then:

- (i) the Contractor shall promptly re-deliver or re-perform any Services which are the subject of the Disputed Services until such time as the Council's Contract Authority is satisfied that they have been satisfactorily provided or performed in accordance with this Contract and the Order in question; and
 - (ii) the Council shall only be legally required to pay the Contract Prices for any Disputed Services (including the Contractor's GST Liability in relation to such Disputed Services) if the Council's Contract Authority is satisfied that the Disputed Services have been satisfactorily re-provided or re-performed to meet the requirements of this Contract and the Order in question. In such a case, payment shall be within 30 days of the Council's Contract Authority being satisfied with the re-delivery or re-performance of such Disputed Services.
- (b) If the Contractor fails to perform as required by clause 7.3(a), the Council shall be entitled to terminate this Contract and/or the Order in question pursuant to clause 14 and/or exercise its rights under clause 14.6 and other provisions of this Contract and the Order in question.
 - (c) The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price (including the Contractor's GST Liability in relation to such Services) unless otherwise provided in the Contract or the Order in question.

7.4 Goods and Services Tax and other taxes

- (a) Where the Council is legally obliged to pay an invoice in relation to the provision of the Services (including Disputed Services), the Contractor shall be also entitled to claim from the Council the amount of the Contractor's GST Liability for the Services to which the invoice relates **provided that** GST is applicable to those Services **and** the invoice is a properly rendered invoice that complies with the requirements of clause 7.2(b).
- (b) Except as expressly provided by this clause:
 - (i) the Contractor shall have no other Claim arising from or in connection with any GST payable in respect of the Services;
 - (ii) no other provision of this Contract or any Order shall operate to provide for any adjustment of the Contract Prices or give rise to any other claim by the Contractor in connection with any GST payable in respect of the Services; and
 - (iii) where any payment by the Council under this Contract or any Order is determined by reference to costs, expenses, liability or damages incurred by the Contractor, the payment shall exclude any amount for which the Contractor is entitled to claim an input tax credit under the GST Laws.
- (c) Where there are circumstances or events which, under the GST Laws, require the Council to deduct Pay As You Go withholding tax ("**PAYG**") from the Contract Prices otherwise payable to the Contractor, then the Council shall deduct PAYG from any such Contract Prices and shall not be liable to the Contractor, its staff, contractors, sub-contractors or assignees for doing so.
- (d) In the event that:
 - (i) the provision of any Services or the payment of any moneys (or other form of consideration) under this Contract or any Order becomes a Taxable Supply under the GST Laws; and
 - (ii) the recipient of such Services or such moneys or other form of consideration is liable to pay GST in relation to that supply;

each party will do all things (including the provision of properly rendered tax invoices or other documentation) in such form and detail as may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to the payment of that amount of GST.

- (e) Unless otherwise required by law, the parties agree that the Council shall not be liable to compensate the Contractor in respect of any other taxes or charges levied in

10.4 The Contractor shall notify the Council in writing as soon as practicable of any Claim threatened or brought against the Contractor arising from an infringement or alleged infringement by the Contractor of the Intellectual Property Rights of any third party.

11. INDEMNITY

11.1 Upon demand being made by the Council, the Contractor shall fully indemnify the Council and its officers and employees:

- (a) from and against any Claim made by any of the Contractor's Staff in relation to the performance of the Services that they are employees (as commonly defined) of Council or "workers" of the Council under the *WorkCover Act 1996* of Queensland (as amended from time to time);
- (b) from and against any Claims whatsoever arising out of or in connection with any claim that the performance of any Services breaches the Intellectual Property Rights of any third party; and
- (c) in relation to any Claim (including loss of or damage to property or any personal injury or death of any person and including any costs and expenses that may be incurred in connection with any such Claim) where such Claim directly or indirectly arises in any manner out of:
 - (A) any negligent, willful, unlawful or wrongful act or omission by the Contractor or any of the Contractor's Staff in connection with or incidental to the performance or provision of any Services; and/or
 - (B) any breach of this Contract or any Order by the Contractor or any of the Contractor's Staff.

This indemnity shall survive any termination or expiration of this Contract and each and every Order.

11.2 Notwithstanding clause 11.1, the Contractor's liability for any Claim arising out of any personal injury to or the death of any person or loss of or damage to property shall be reduced to the extent that such Claim is a direct result of either any breach by the Council of any provision of this Contract or any Order or any negligent act or omission of the Council, its employees, agents, contractors or sub-contractors.

12. INSURANCE

12.1 At all times during the Term of this Contract and each Order, the Contractor shall take out and maintain, with an insurance company approved by Council, insurance specified in Item 5 of Schedule A.

12.2 Within five (5) Business Days of being requested in writing to do so, the Contractor shall produce the certificates of currency of insurance or such evidence of the currency of the insurance referred to in this clause as Council may require.

12.3 If the Contractor fails to insure or to maintain insurance as required by this clause, Council may pay the premiums and the Contractor shall reimburse Council the cost of such payment.

13. DISPUTES

13.1 The parties agree to use their best endeavours to use mediation and negotiation to resolve any dispute or unresolved claim arising out of or relating to this Contract or any Order (including any breach or termination of this Contract or any such Order) ("**the Dispute**").

13.2 If a party believes there is a Dispute, it may give written notice to the other party detailing the nature of the Dispute. If the Dispute is not resolved to the satisfaction of the parties within ten (10) Business Days of receipt of such notice, either party may request that the Dispute be referred to arbitration to be effected:

- (a) by an arbitrator mutually agreed upon between the parties; or
- (b) in default of such mutual agreement, by an arbitrator appointed by the Queensland Chapter Chairman of the Institute of Arbitrators and Mediators Australia.

In such a case, the Dispute shall be conducted in accordance with the Rules for the Conduct of Commercial Arbitration for the time being of the Institute of Arbitrators and Mediators Australia.

- (c) continue to provide any other Services not affected by the Termination Notice.

14.4 Effect of Termination

Any termination of this Contract and/or any Order shall not affect any right or entitlement which either party is entitled to claim under the provisions of this Contract and/or that Order.

14.5 Council's liability upon Termination

Upon the termination of this Contract and/or any Order (whether in whole or in part), the Council's liability to the Contractor (if any) shall be limited to:

- (a) payments for the Services (or any part) performed in accordance with this Contract and/or that Order before the Termination Date. To avoid doubt, in the event of partial termination, the Council's liability to pay for any remaining Services shall abate proportionately to the reduction in the Services as a result of the partial termination; and
- (b) subject to the Contractor fully complying with its obligations under clause 14.3, any reasonable costs incurred by the Contractor and directly attributable to the termination or partial termination of this Contract and/or that Order;

and payments for Services not affected by the Termination Notice **provided always** that the maximum amount of the Council's liability to the Contractor pursuant to this clause shall be capped at the amount of the Contract Price (as varied pursuant to clause 5 or abated pursuant to clause 14.5(a)) for that Order. The Contractor shall **not** be entitled to compensation for loss of prospective profits.

14.6 Council's rights upon Breach

If **either** the Council terminates this Contract and/or any Order pursuant to clause 14.1 or the Contractor fails to comply with a Default Notice or a notice issued pursuant to clause 7.3(a), the Council:

- (a) may engage a third party of the Council's choice to provide the Services in question; and
- (b) shall use its best endeavours to ensure that the Services in question are carried out in the most cost effective manner and provide the Contractor with written documentation of the actual costs incurred by the Council;

and the Contractor shall pay all reasonable costs and expenses incurred by the Council (including GST) in engaging any such third party and shall do so within thirty (30) days of the Council serving a valid tax invoice on the Contractor specifying the amount payable. All costs and expenses incurred by the Council in engaging any such third party may be recovered or set-off by the Council pursuant to clause 7.5.

14.7 Suspension

- (a) If the Council is of the opinion that the suspension of all or part of the provision of the Services by the Contractor is desirable due to any changes in the Council's need for the nature, scope or timing of the Services as specified in any Order, the Council may give the Contractor a written notice suspending all or part of the provision of the Services ordered under an Order (a "Suspension Notice"). The Suspension Notice shall specify the Services to be suspended and the date of suspension of such Services ("the Suspension Date"). Those parts of the Order to which the Suspension Notice relates shall be suspended as and from the Suspension Date.
- (b) Upon receipt of a Suspension Notice pursuant to clause 14.7(a), the Contractor shall:
- (i) stop work as specified in the Suspension Notice;
 - (ii) take all available steps to minimise loss resulting from that suspension; and
 - (iii) continue to provide any other Services not affected by the Suspension Notice.
- (c) Upon the suspension of any Order (whether in whole or in part), the Council's liability to the Contractor (if any) shall be limited to:
- (i) payments for the Services (or any part) performed in accordance with this Contract and/or that Order before the Suspension Date; and

such alteration shall take effect from the date it was deemed to be given pursuant to clause 15.2(b).

- (b) Proof of posting by pre-paid mail is proof of receipt of such notice on the second clear Business Day after posting. Proof of transmission by facsimile of a notice is proof of receipt on the date of transmission but if a transmission is not made on a Business Day or not made before 4.00pm (Standard Queensland Time), then it will be deemed to have been received at 10.00am on the next Business Day after transmission.

16. GENERAL

16.1 Entire Agreement and Variation

- (a) This Contract and each Order constitutes the entire agreement between the parties in relation to the matters covered by those respective documents and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing, relating to the subject of this Contract or the Order (as the case may be).
- (b) No variation or extension of the provisions of this Contract or any Order shall be legally binding upon either party unless it is in the form of a written amendment to this Contract or the Order (as the case may be) and authorised by both parties.

16.2 Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract or any Order shall prejudice, restrict or limit the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

16.3 Assignment and Sub-contracting

The Contractor shall not without the prior written approval of the Council:

- (a) assign all or any part of this Contract or any Order or any payment thereunder. Approval to assign shall be on terms and conditions determined by the Council; or
- (b) sub-contract the whole or any part of its obligations or rights under this Contract or any Order. Any approval by the Council to allow the Contractor to subcontract shall not relieve the Contractor from any liability or obligation under this Contract or any Order.

16.4 Severability

In the event that any of the terms contained in this Contract or any Order are determined to be invalid or unenforceable to any extent, such term shall be severed from the body of this Contract or that Order which shall continue to be valid and enforceable to the fullest extent permitted by the law.

16.5 Rights and Remedies

The rights of a party under this Contract or any Order are in addition to any other rights or remedies which that party shall or may be entitled to against the other party at law or equity.

16.6 Applicable Law

This Contract and each Order shall be governed by and construed in accordance with the laws for the time being in force in the State of Queensland and the parties agree to submit to the jurisdiction of the courts of that State.

SCHEDULE A

GENERAL REQUIREMENTS

ITEM 1. CONTRACT TERM [clauses 1 and 2]

- (a) **Commencement Date:** 1 February 2011
- (b) **Expiry Date:** 31 January 2013
- Renewal Date:** The 2nd, 3rd and 4th anniversaries of the Commencement Date
- Additional Period:** Three Additional Periods of One (1) year each.
- Maximum Term:** The Maximum Term will be Five (5) years from and including the Commencement Date.

ITEM 2. INVOICE PERIODS [clause 7.2(b)]

Invoices are to be provided thirty (30) days in arrears.

ITEM 3. COUNCIL'S CONTRACT AUTHORITY [clauses 1 and 15]

Divisional Manager
Office of the Lord Mayor and Chief Executive Officer
Level 23, Brisbane Square
266 George Street,
Brisbane, QLD 4001
Fax: [REDACTED]

ITEM 4. QUALITY ASSURANCE SYSTEM [clauses 1 and 4.6]

The contractor shall maintain the current in-house Quality Assurance System for the duration of the Contract.

ITEM 5. INSURANCES [clause 12]

- (a) Workers Compensation Insurance to the extent required by the laws of the State of Queensland; and
- (b) Public Liability, Product Liability and Professional Indemnity Insurance to a value of \$10,000,000.00 per occurrence and in the aggregate.

ITEM 6. NOTICES TO THE CONTRACTOR [clause 15.2]

Subject to clause 15.2, notices to the Contractor must be addressed to:

Kerry Plowright
Managing Director
Look Here Pty Ltd

[REDACTED]

[REDACTED]

SCHEDULE C
SCHEDULE OF SERVICES

Specification for Creek Flooding and Severe Weather Alerts

1. Introduction

Council has a requirement to provide residents with early warning systems aimed at enhancing community capacity to prepare for and manage the impacts of flooding.

The minimisation of flood damage is a community-wide responsibility and Council has a major role to play through enhancing community flood awareness and education programs supported by local flood advice, forecasting and warning systems.

Whilst access to near real-time creek flood information is being provided through in-house Council FloodWise system, the Contractor is responsible for issuing Creek Flooding Alerts via SMS, email or telephone to relevant subscribers and subscribers in the area impacted based on notifications received from Council through the FloodWise system.

The Contractor will also be responsible for issuing Severe Weather Alerts to subscribers based on information obtained from Council approved sources such as the Bureau of Meteorology.

During the Term of this contract Council may request the Contractor to expand the services to cover such things as king tide and bushfire alerts. Council and the Contractor shall work together to introduce any such additional services.

All services provided to residents of Brisbane City under this contract will be free of charge to the subscriber.

The following specifications apply to both Creek Flooding and Severe Weather Alerts.

2. Objectives

Council's and the Contractor's objectives are as follows:

Objective Name	Objective Description	Success Criteria and Measurement
Provide access to automated creek flooding alert advice	Creek flood affected residents need to be alerted of a potential flood event, in an automated manner. Council is unable to access residents' telephone numbers due to privacy legislation; consequently, residents will need to register to any alert service.	Flood affected residents can receive timely alerts regarding potential creek flood events
Provide access to severe weather alert service	Brisbane residents need to be alerted of severe weather in an automated manner. Council is unable to access residents' telephone numbers due to privacy legislation; consequently, residents will need to register to any alert service.	Brisbane residents can receive alerts to advise of potential severe weather

3. General

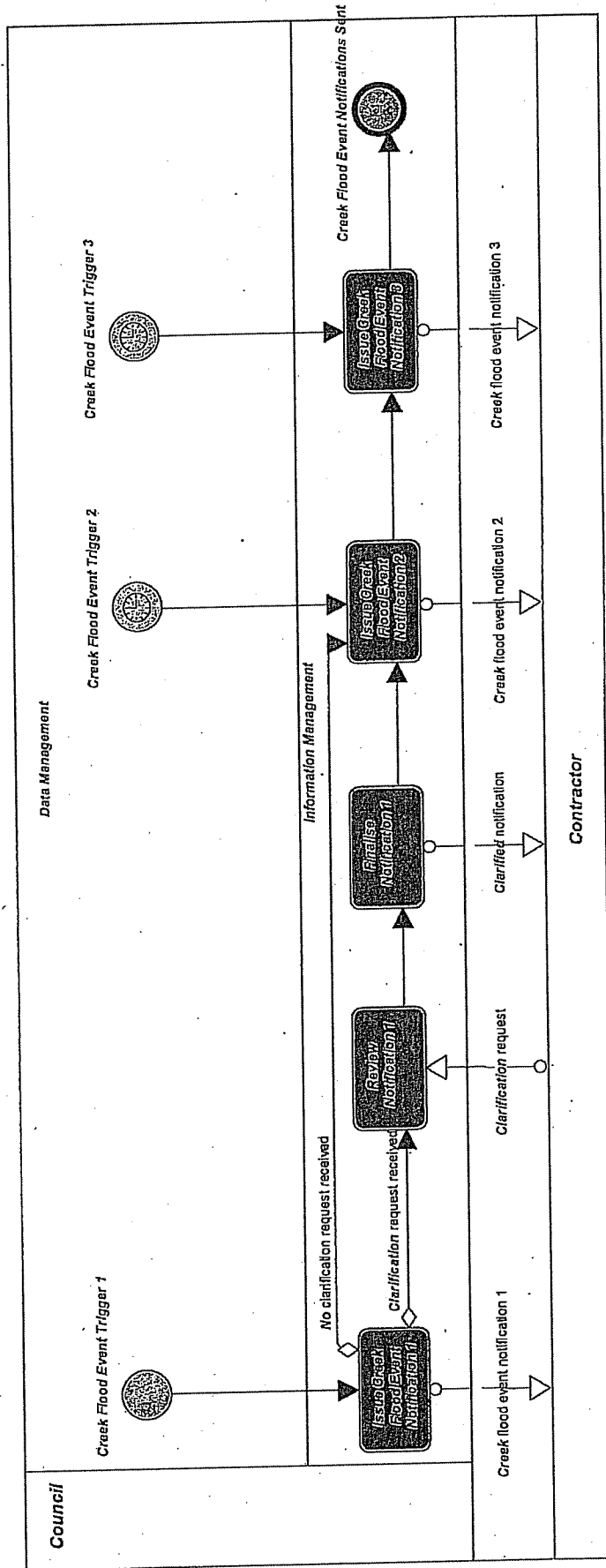
The Contractor shall provide services for Creek Flood and Severe Weather Alerts which incorporate procedures which provide for:

- (i) Registration of residents within the Brisbane City boundaries only who wish to subscribe to the alert services – 1 registration per household;
- (ii) The ability for customers to subscribe to the severe weather early warning alert service by the following methods:
 - a. Online through a dedicated page on the Alert Service Provider's website; or
 - b. In writing on an application form lodged with Council.
- (iii) The management of registrations including change of details and unsubscribing;
- (iv) Customers to agree to the Terms and Conditions during the online registration process;
- (v) Allowing customers to select the method of receiving notifications by either:
 - a. SMS;
 - b. Email; or

7. Notification Process

The process shown in the diagram below for Notification 1 also applies to Notification (2) and Notification (3).

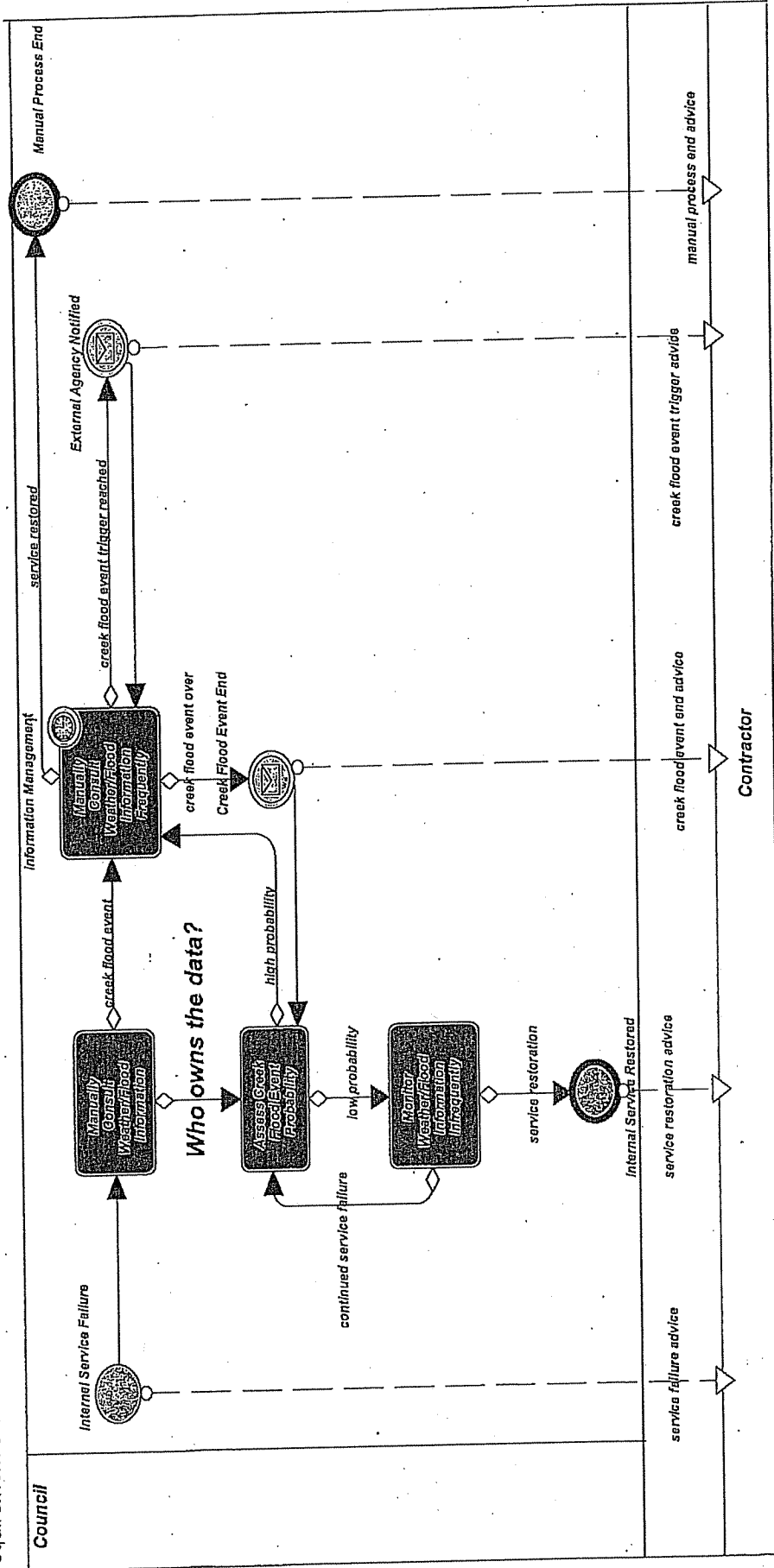
The model below is the best known model at this point in time as each local flood / hazard affected community will have its own set of creek flood event triggers and may have different wording required for their set of alerts:



8. Manual Notification Process

This process acts as a fallback mechanism of detecting creek flood events, should Council's internal systems that support the notification service from Council to the external agency fail.

This process is concerned with the manual management of creek flood event notifications, with subsequent creek flood alerts to be sent by the external agency to affected residents. Currently 24/7 manual support is not available so a short-term functional requirement has been specified until the long-term requirement can be met.



9. Scope of Services for Severe Weather Warning Alert Service

The Contractor is engaged to provide, under Council direction:

- Registration of residents of Brisbane who wish to subscribe to the alert services – 1 registration per household;
- Management of registrations including change of details and unsubscribing;
- Issuing Severe Weather Alerts to subscribers based on information the Contractor obtains from other sources such as Bureau of Meteorology (BOM);
- Alerts for Creek Flooding and Severe Weather are to be issued via email , SMS and/or Voice call to Landline as selected by the subscriber;
- Providing regular reports to Council on the registrations, performance, exceptions and errors of the alert service;
- Issuing Severe Weather alerts to relevant subscribers based on notifications received from Council's FloodWise system and subscribers in the area impacted by the notification;
- Alerts for Severe Weather are to be issued via email , SMS and/or Voice call to Landline as selected by the subscriber;
- Providing regular reports to Council on the registrations, performance, exceptions and errors of the alert service;
- Council access to the system to issue its own Council authored messages in times of emergency; and
- Provide a customer service contact function where customers or council require assistance with the service in terms of problems or enquiries.

10. Severe Weather Alert Service

Council in partnership with the Contractor will provide registered Brisbane residents with early warning alerts for severe weather events.

10.1 The Contractor is required to provide the following services:

- Define a geographical area which may be impacted by severe weather
- Monitor and track potentially dangerous weather systems which may impact on the City of Brisbane;
- Verify the potential hazardous situation using their own verification systems and processes(e.g. prevailing weather patterns, radar images, rainfall observations and rainfall and creek level data);
- Send the appropriate notification to registered customers within the defined geographical area/s in the path of extreme events;
- When requested send the appropriate notification to registered customers on direction from Council ;
- Provide expert advisory and guidance to Council where necessary in Council's and community's best interest and safety.
- Provide Council with support wherever possible to ensure that the integrity of the service is maintained at all times. This may be in the form of provision of information, provision of additional reporting, provision of internal processes or procedures, step by step recollection of decision making process during a particular event etc

10.2 Wording of severe weather alerts will change depending on a number of factors. The Contractor will at all times endeavour to be as specific as possible in each alert regarding the following:

- the severity of the event;
- potential impacts of the event;
- the projected path of the event including potentially affected Brisbane suburbs;
- if possible, helpful tips on how to prepare for the event;
- sign off from Council and the Contractor.

10.3 The Contractor will not use wording that has not been approved by Council when transmitting an alert by SMS, telephone, email or any other means.

11. General Service Reports

The Contractor shall supply general service reports to Council on a weekly basis unless otherwise agreed. Such reports will include, but are not limited to:

- (1) The number of residents newly subscribed and the number of subscriptions cancelled for the creek flood alert service and the severe weather alert service;
- (1) The date and time Creek flood alert reports and Severe weather alert reports issued;
- (2) The method(s) by which the residents have received each alert and the number of residents notified during each alert period;
- (3) System availability as a percentage of available time;
- (4) Details of system outages including reason and downtime;
- (5) Number of complaints received, resolved and outstanding; and
- (6) Any other reports pertaining to the service that may be required during the Term of the Contract.

12. Event Reports

The Contractor shall supply event reports to Council within two (2) business days unless otherwise agreed. Such reports will include, but are not limited to:

- (i) Confirmation that alerts have been sent as per standard processes;
- (ii) Clear identification of the related event;
- (iii) Date and time when the request to notify residents was received;
- (iv) The community impacted by the event;
- (v) Date and time when the alert was sent to the resident;
- (vi) The method(s) by which the resident was alerted;
- (vii) The number of residents alerted by each method;
- (viii) The number of failed alerts to residents by method;
- (ix) The number of failed alerts to residents as a percentage of alerts sent; and
- (x) Date and time when the SMS notification was received from the Telecommunications service provider.

13. Invalid Notifications

The Contractor, upon establishing that an event notification is invalid, shall:

- (i) Advise Council's representative of the reasons why the notification should be declared invalid and supply supporting documentation if requested;
- (ii) Send to affected subscribers and relevant Council staff notification of the invalid alert; and
- (iii) Verify that the notification has been sent.

21. Data Security

All information and data is to be secure so that unauthorised persons or systems cannot read or modify any data or information and authorised persons or systems are not denied access to them.

22. Customer Access Authentication and Authorisation

The Contractor will put processes in place that will allow customers to register their details and that those details are only accessible to the customer through login protection protocols.

The Contractor's systems must provide for:

- (i) Identification of users through unique, user provided identity through username/password protocols prior to a user login-in;
- (ii) Obfuscation of user passwords on screen;
- (iii) Encryption technology for storing user passwords;
- (iv) Users to be automatically logged off after a pre-defined, configurable amount of time of inactivity;
- (v) Session state data to be retained whilst a session is established;
- (vi) Appropriate session management is be used to prevent session hijacking;
- (vii) A definable expiry date for user password redefinition;
- (viii) A mechanism to prevent recycling of user passwords;
- (ix) Both alpha and numeric characters with a definable minimum length being required for passwords;
- (x) A limit on number of consecutive failed password entry attempt;
- (xi) User passwords can be reset;
- (xii) The authentication methods used to access the system, and the scenarios in which they are used, are consistent with the risk-based approach described in the Queensland Government Authentication Framework (QGAF), a component of Queensland Government Information Standard #18 - Information Security (QGIS-18);
- (xiii) User authorisation activities to be logged; and
- (xiv) Restriction of user access to a group/role level.

Note: Residents using the solution to subscribe to the service do not require Authentication to be able to register as a subscriber.

23. System Integrity

The integrity of the Contractor's system is critical in maintain an accurate and timely service to customers.

The Contractor will maintain it's systems to ensure that:

- (i) Data that is sent to a target comes from the source that was intended;
- (ii) Non-repudiation occurs between the solution and the source and the solution and the destination;
- (iii) Privacy of information held is maintained;
- (iv) Sensitive information/data in-storage or in-transit is encrypted at all times;
- (v) Input data is validated prior to being handled and stored - input data that does not meet the validation requirements is detected, rejected, and logged;
- (vi) Meaningful messages (containing no sensitive data) are presented to the client when an exception or error occurs to the underlying system or environment;
- (vii) The solution is protected against common "public domain" security vulnerabilities as catalogued by the Open Web Application Security Project (OWASP) top-10 web application security vulnerabilities;

30. Documentation

Within thirty (30) days of the Commencement Date the Contractor shall provide Council with:

1. Architectural diagrams of the proposed solution are to be provided for all environments that shows all software, hardware and network components; and
2. User manuals and training documentation for Council staff and the Contractor's staff.

31. Upload of Trial Data

Within XX days of the commencement of the Contract the Contractor shall have completed an upload of all existing subscriber and alert data and shall inform Council of the successful completion of the data upload.

32. Transition Upon Contract Expiry or Termination

Within fourteen (14) days of the expiry or termination of the contract the contractor shall deliver to Council all subscriber data and alert history in an agreed electronic format. Subscriber data shall not be retained by the Contractor following handover.

"GP-5"

MEMORANDUM OF UNDERSTANDING

DATED ^{August} 25TH this June 2010

BETWEEN

STATE OF QUEENSLAND acting through Emergency
Management Queensland

GPO Box 1425
BRISBANE QLD 4001

AND

BRISBANE CITY COUNCIL

GPO Box 1434
BRISBANE QLD 4001

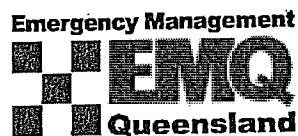


TABLE OF CONTENTS

- 1 INTRODUCTION 3
- 2 OVERVIEW 3
- 3 RESPONSIBILITIES 5
- 4 ALERT LEVELS 6
- 5 GENERAL MESSAGE FORMAT 6
- 6 EMERGENCY ALERT TEMPLATE MESSAGES FOR VARIOUS
HAZARDS 6
- 7 REVIEW 6
- 8 RELEVANT DOCUMENTS 6

MEMORANDUM OF UNDERSTANDING BETWEEN EMERGENCY MANAGEMENT QUEENSLAND AND BRISBANE CITY COUNCIL

1 INTRODUCTION

This Memorandum of Understanding ("MOU") between the State of Queensland acting through the Department of Community Safety - Emergency Management Queensland ("EMQ") and Brisbane City Council ("Council"), hereinafter referred to as "the parties", builds on the co-operative arrangements for the use of the Council Generated Alert Service and the National Emergency Alert System (hereinafter collectively referred to as the "Early Warning Systems"), in order to provide common and consistent messaging to the community of Brisbane in the event or potential occurrence of an emergency or disaster.

This MOU is intended to provide a clear understanding of the potential uses of each party's Early Warning System and provide a framework for standard of information between EMQ and Council in matters pertaining to the use, format and guidelines of the two Early Warning Systems, ensuring commonality of messaging with clear guidance in an emergency or event. It is the intention that should multiple alerts be provided to residents of Brisbane, whenever possible they will be to an agreed standard and provide practical messaging structure and text across the three levels of government.

2 OVERVIEW

2.0 General

The community Early Warning Systems in the Brisbane area, operated by the state and local governments are complementary as they target differing audiences and occasions for use.

BCC's Early Warning Alert Services

Council, under an arrangement with Look Here Pty Ltd ABN 55 122 940 175 trading as The Early Warning Network ("EWN"), provides to Brisbane residents two distinct types of alert message services, Early Warning Network Standard Alert Service and Council Generated Alert Service:

Early Warning Network ("EWN") Standard Alert Service:

Brisbane residents may subscribe to receive early warning alerts, through the EWN System, via SMS, email or landline phone message for potential severe weather events based on their nominated address. The alerts are based on warnings issued by the Bureau of Meteorology (BOM) as well as information from other publicly available sources.

Council Generated Alert Service:

Council also has the ability to send, through the EWN System, Council generated alerts to Brisbane residents regarding severe natural disaster or weather events or any other event that Council defines as an emergency relevant to defined discrete geographic areas within or adjacent to the Brisbane City Council Local Government area. Only

Brisbane residents who are registered to receive the Early Warning Network Standard Alert service would receive a Council Generated Alert relevant to their geographic area.

The National Emergency Alert System

The State operated Emergency Alert targets all residents regardless of their wish to receive warnings. Decisions on its use rest with incident controllers and those with authority for making decisions about an event, but due to its universal coverage, it is anticipated that it will be used only for warning of very severe, very imminent events eg. severe bushfire.

All local governments have the opportunity to use EMQ's National Emergency Alert System by using their existing Disaster Management arrangements to the State Disaster Coordination Centre (SDCC).

2.1 Brisbane City Council

Council Generated Alerts

Using resident registration information provided for the Early Warning Alert Service, Council may generate its own messages regarding severe natural disaster or weather events or any other event that Council defines as an emergency relevant to defined discrete geographic areas within or adjacent to the Brisbane City Council Local Government area.

Where practicable and possible, Council will endeavour to consult and/or inform EMQ of the intention to issue Council Generated Alerts to Brisbane residents. This would form part of Council's existing Disaster Management arrangements with the State Government as per legislative requirements under the Disaster Management Act 2003.

EWN Standard Alerts

EMQ acknowledges and accepts that the EWN Standard Alert Service is provided by a third party and is not under the control or direction of Council as to when and the content of EWN Standard Alerts.

2.2 National Emergency Alert System

National Emergency Alert System will operate through engagement with Telstra now known as Emergency Alert (EA) Version 1. In the event of an emergency EA will be able to send warning messages to individuals within a particular area.

The EA messages will warn targeted areas of the Queensland community of imminent and severe threats from fire, chemical and natural weather or geological events and direct those warned, to other sources of information and/or direct them to move away from an imminent hazard or threat.

The system uses a Geographic Information System (GIS) to identify the phone services located within a specific area by querying the Location Based Number Store (LBNS), a database of registered telephone numbers. The system will send a text message to all identified mobile phone services based on billing address.

The following emergency situations may result in the use of EA:

Definitely	Probably	Possibly
<ul style="list-style-type: none"> • Severe Bushfire • Imminent storm surge > 0.5 metre above Highest Astronomical Tide • Hazardous Material release • Tsunami land inundation > 1 metre (tide dependent) 	<ul style="list-style-type: none"> • Chemical, Biological, Radioactive (CBR) threats • Imminent severe cyclone – Cat 3 or higher • Localised very severe hail > 4cm diameter 	<ul style="list-style-type: none"> • Localised very severe hail up to 4cm diameter • Localised severe thunderstorm with destructive winds and/or intense rainfall

3 RESPONSIBILITIES

Both parties will:

- a) Work together to enhance the safety of the community by utilising common and clear messaging in both Early Warning Systems;
- b) Following standard Disaster Management arrangements maintain communication regarding potential use of a party's Early Warning System;
- c) Where possible and practicable, consult with the other party regarding the intention to use the Early Warning Systems when it pertains to an area within Brisbane City Council;
- d) Where possible liaise regarding the content of Council Generated Alert and EA messages;
- e) Where possible use consistent wording and messages to alert Brisbane residents of impending alert events;
- f) Seek to acknowledge and pursue the intent of this MOU;
- g) Acknowledge the parties' co-operative roles and responsibilities in the provision and effective use of the Early Warning Systems.

4 ALERT LEVELS

The following five alert levels will be used in Queensland and fit with terms agreed to nationally by emergency response agencies. Based on these alert levels, the following table provides guidance on when the two Early Warning Systems will be used.

<p>1. Alert Level: No Alert – Community Announcement</p> <p>General Meaning: There is the need to inform the community about a potential weather event</p>	
EMQ Service:	No use
Council Generated Alert Service:	May be used if considered appropriate by Council
<p>2. Alert Level: Advice</p> <p>General Meaning: There is no immediate danger. General information to keep you up-to-date with developments.</p>	
EMQ Service:	Unlikely that EA will be used to disseminate Advice messages
Council Generated Alert Service:	May be used if considered appropriate by Council
<p>3. Alert Level: Watch</p> <p>General Meaning: It is likely that you may be impacted by the emergency. You may be in danger and <u>should</u> start taking action to protect your life and your family.</p>	
EMQ Service:	EA may be used to disseminate Watch messages
Council Generated Alert Service:	May be used if considered appropriate by Council
<p>4. Alert Level: Warning</p> <p>General Meaning: You will be impacted by the event. You will be in danger and <u>must</u> take action. This message may be preceded by an emergency warning signal.</p>	
EMQ Service:	EA could well be used to disseminate Warning messages

Council Generated Alert Service:	May be used if considered appropriate by Council
5. Alert Level: Emergency Warning	
General Meaning: You will be impacted by the emergency. You are in danger and <u>must take action immediately</u> . This message will be preceded by an emergency warning signal.	
EMQ Service:	Most likely that EA will be used to issue Emergency Warnings
Council Generated Alert Service:	May be used to inform registered residents of impending danger.

5 MESSAGE FORMAT

EMQ has pre-planned message templates that comply with the national Guidelines and the Common Alerting Protocol (CAP) to assist in the timely development and dissemination of warnings to the community: (see Annexure A attached).

Should Council issue Council Generated Alerts to Brisbane residents, it will endeavour to use EMQ's pre-planned alert message format and structure as outlined in Annexure A whenever possible.

6 REVIEW

This MOU will commence from the date of execution and may be reviewed by mutual agreement at any time. Either party may terminate this MOU at any time by giving 30 days written notice to the other party. It may be varied with due consideration of MOUs with other Local Government areas at any time by an agreement in writing executed by both parties.

7 RELEVANT DOCUMENTS

Emergency Alert Queensland Operational Protocol

National Telephony Warning System Guidelines.

EXECUTED BY THE PARTIES ON THE DATES SET OUT BELOW:

SIGNED for and on behalf of the
STATE OF QUEENSLAND,
through the Department of Community
Safety Emergency Management
Queensland by

BRUCE GRADY (name)

CHIEF OFFICER (position)

[Redacted Signature]

(signature)

25 / 08 / 10
.....
(date)

in the presence of:

[Redacted Witness Signature]
.....
(Signature of witness)

SIGNED for and on behalf of the
LOCAL GOVERNMENT AREA as
represented by the Brisbane City
Council by

[Redacted Name] (name)

MANAGER COMMUNITY SAFETY &
DISASTER MANAGEMENT (position)

[Redacted Signature]

(signature)

22 / 6 / 10
.....
(date)

in the presence of:

[Redacted Witness Signature]
.....
(Signature of witness)

"GP-6"



QLD Severe Weather Warning: Heavy Rain and Localised Flash Flooding



Dedicated to a better Brisbane

Source: Bureau of Meteorology

for heavy rainfall leading to localised flash flooding and potentially worsening the existing river flood situation
For people in the Maranoa, Darling Downs and Granite Belt, Southeast Coast, Wide Bay and Burnett and southern parts of the Central Highlands and Coalfields and Capricornia forecast districts.

Issued at 10:55 am on Wednesday 5 January 2011

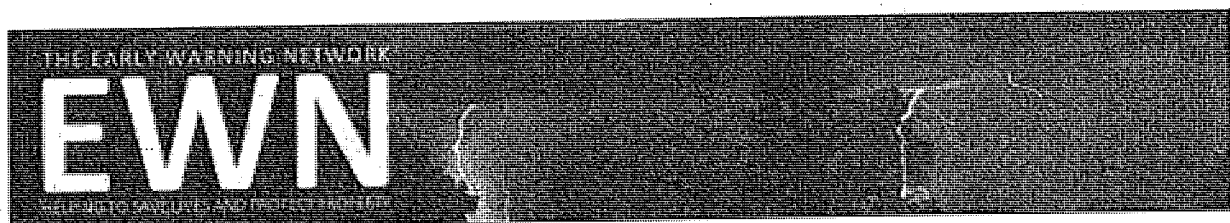
Synoptic Situation: At 10am EST, a trough extended from northwestern Queensland into the southern Maranoa. The trough is expected to intensify as it moves slowly east over the next 24 hours.

Thundery rain areas with some heavy falls are expected to develop this evening and overnight over the Maranoa, Darling Downs and Granite Belt, Southeast Coast districts and southern parts of the Wide Bay and Burnett district. This heavy rain is expected to extend to the Capricornia districts and remaining parts of the Wide Bay and Burnett district during Thursday. The rain will ease over the Maranoa and western Darling Downs during Thursday.

Heavy rainfall may lead to localised flash flooding and/or worsen current river flooding.

The State Emergency Service advises that people in the affected area should:

- avoid driving, walking or riding through flood waters
- take care on the roads, especially in heavy downpours
- avoid swimming in swollen rivers and creeks



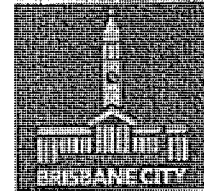
BOM Radar | Early Warning Network | Unsubscribe



WEATHER ALERT

THE AUSTRALIAN EARLY WARNING NETWORK

QLD Severe Weather Warning: Heavy Rain and Localised Flash Flooding



Dedicated to a better Brisbane

Source: Bureau of Meteorology

Issued at 11:00 am on Saturday 8 January 2011

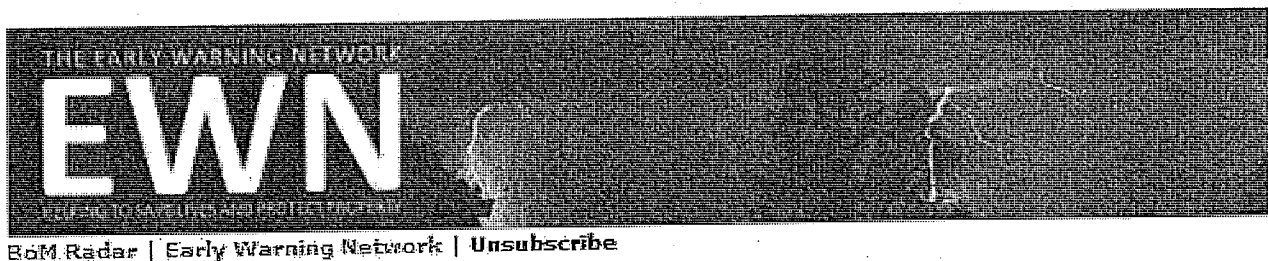
Synoptic Situation: At 10am EST, an upper level low was located offshore from the Capricornia district while a low level trough was located off the southern coast.

Heavy rain overnight has weakened recently to showers and isolated thunderstorms. Rain areas are expected to return to the Southeast Coast and Wide Bay and Burnett districts from this afternoon, and increase to moderate to heavy falls at times tonight and Sunday. Heavy rain may lead to localised flash flooding and/or worsen existing river flooding.

The State Emergency Service advises that people in the affected area should:

- avoid driving, walking or riding through flood waters
- take care on the roads, especially in heavy downpours
- avoid swimming in swollen rivers and creeks

Contact the SES on 132 500 for emergency assistance if required.



Local Flooding Possible

Local Flooding Possible

10-Jan-2011 12:04 AM

The Bureau of Meteorology advises heavy rain expected starting early hours of the morning, local flooding possible. For available sandbag locations contact Brisbane City Council on 3403 8888.

For storm or flood emergencies inside your property boundary, contact the SES on 132 500. Residents should contact Council on 3403 8888 to report issues outside their property boundary such as flooding, downed trees, potholes, stormwater drain blockages or debris blocking roadways. For life-threatening emergencies, phone 000.

It is also important to listen for weather updates and warnings on local radio stations or watch for updates on the Bureau of Meteorology website at www.bom.gov.au.

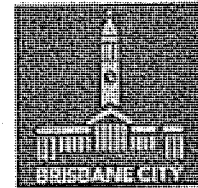
Residents can be better prepared for storms and flooding by getting a FloodWise Property Report and downloading the Flood Flag Map for their suburb.

The FloodWise Property Report and Flood Flag Maps are free and will help residents to find out how flooding may affect their property. They are available via Councils website by visiting <http://www.brisbane.qld.gov.au/community-support/emergency-management/index.htm>.

WEATHER ALERT

THE AUSTRALIAN EARLY WARNING NETWORK

QLD Severe Weather Warning: Heavy Rainfall and Flash Flooding



Dedicated to a better Brisbane

Source: Bureau of Meteorology

For people in the Southeast Coast District and the Darling Downs and Granite Belt District southeast of Dalby to Goondiwindi.

Issued at 8:00 am on Tuesday 11 January 2011

Synoptic Situation: At 8am AEST, an upper level low was located over the Darling Downs and Granite Belt district and is forecast to move to the southwest and slowly weaken.

Heavy rain areas and thunderstorms are expected to continue through the Southeast Coast and Darling Downs and Granite Belt today. Heavy falls will lead to localised flash flooding and will worsen existing river flooding.

Currently, an intense slow moving band of rainfall extends from about Maroochydore to Warwick. Rainfall rates in this band are reaching 80 to 100 mm per hour.

Contact the SES on 132 500 for emergency assistance if required.



BoM Radar | Early Warning Network | [Unsubscribe](#)

"GP-7"

WPCL

From:

"Michael Bath" [REDACTED]
[REDACTED]

Date:

Tue, Jan 11, 2011 8:20 am

Subject:

Fw: warning text

(# %

This may be better:

QLD Emergency Flash Flood Warning. Very heavy rainfall is spreading S-SW into the greater Brisbane area. Flash flooding is likely in many areas.

based on:

Transmitters in the areas of the Southeast Coast District and the Darling Downs

and Granite Belt District southeast of Dalby to Goondiwindi are REQUESTED TO THE STANDARD EMERGENCY WARNING SIGNAL BEFORE BROADCASTING. TOP PRIORITY FOR IMMEDIATE BROADCAST SEVERE WEATHER WARNING

for heavy rainfall leading to localised flash flooding and worsening the existing river flood situation

For people in the Southeast Coast District and the Darling Downs and Granite Belt District southeast of Dalby to Goondiwindi.

Issued at 8:00 am on Tuesday 11 January 2011

Synoptic Situation: At 8am AEST, an upper level low was located over the Darling

Downs and Granite Belt district and is forecast to move to the southwest and slowly weaken.

Heavy rain areas and thunderstorms are expected to continue through the Southeast Coast and Darling Downs and Granite Belt today. Heavy falls will lead

to localised flash flooding and will worsen existing river flooding.

Currently, an intense slow moving band of rainfall extends from about Maroochydore to Warwick. Rainfall rates in this band are reaching 80 to 100 per hour.

— Original Message —

From: "Michael Bath" [REDACTED]

To: "Petroccitto, Gordana" [REDACTED]

Sent: Tuesday, January 11, 2011 9:05 AM

Subject: warning text

> QLD Severe Weather: Flash Flooding. Very heavy rainfall is spreading S-SW
> into the greater Brisbane area. Flash flooding is likely in many areas.

> Regards,

> Michael Bath

> Alerts Manager

> The Early Warning Network

> www.ewn.com.au

> Phone: [REDACTED]

> Mobile: [REDACTED]

> PRIVACY, CONFIDENTIALITY, DISCLAIMER AND COPYRIGHT NOTICE
2011

> This communication is copyright and intended for the named recipient/s
> only. Being an addressee on this Email does not imply and should not be
> inferred, in any way, as meaning the addressee endorses or agrees with its
> contents. The contents of this document, including any attachments, should
> not be copied, distributed, or disclosed to any third party person or
> organisation without written permission. If received in error or
> incorrectly onforwarded to you, kindly notify the sender by reply E-mail
> and permanently delete this message and its attachments.

This message has passed through an insecure network.

Please direct all enquiries to the message author.

cc "AP-8"

>>> "Kerry Plowright" [REDACTED] 20/01/11 4:22 pm >>>

Hi Gordana,

Please find text messages from the network detailed below as requested.

18 January 2011 3.45pm EST

SMS content (11142 sent): QLD Severe T'Storm: Large Hail, Flash Flooding, Damaging Winds. Brisbane CBD, Strathpine, Redcliffe, Mount Mee, Albany Creek areas at risk. BCC ewn.com.au

18 January 2011 3.33pm EST

SMS content (5864 sent): QLD Severe T'Storm: Large Hail, Flash Flooding, Damaging Winds. Acacia Ridge, Brisbane CBD, Sunnybank, Moorooka, Mt Gravatt areas at risk. BCC ewn.com.au

18 January 2011 3.13pm EST

SMS content (4761 sent): QLD Severe T'Storm: Large Hail, Flash Flooding, Damaging Winds. Rocklea, Kenmore, Ipswich, Mt Crosby, Toowong areas at risk. BCC ewn.com.au

18 January 2011 3.08pm EST

SMS content (1039 sent): QLD Severe T'Storm: Large Hail, Flash Flooding, Damaging Winds. Logan Village, Beenleigh, Logan City & Sunnybank Hills areas at risk. BCC ewn.com.au

18 January 2011 2.48pm EST

SMS content (688 sent): QLD Severe T'Storm: Large Hail, Flash Flooding, Damaging Winds. Ipswich, Harrisville, Marburg, Amberley, Forest Lake areas at risk. BCC ewn.com.au

18 January 2011 12:12 EST

King Tide

SMS content (433 sent): King tide will occur 21 Jan 10:37am. Your property may be affected. Please take necessary precautions. Sandbags avail. For locations phone BCC on 3403 8888

11 January 2011 8.24 EST

Email content (19560 sent): QLD Severe Weather Warning: Heavy Rainfall and Flash Flooding

SMS content (19214 sent): QLD Emergency Flash Flood Warning. Very heavy rainfall is spreading S-SW into the greater Brisbane area. Flash flooding is likely in many areas. BCC ewn.com.au

9 January 2011 11:04pm EST

BCC requested alert - also sent to seven Floodwise groups (356 emails / 458 SMS / 157 landline)

SMS content (18767 sent): BoM advises heavy rain expected starting early hrs of morning, local flooding possible. For available sandbag locations contact BCC 3403 8888.

8 January 2011 11:07am EST

SMS content (18688 sent): QLD Severe Weather: Heavy Rain and Localised Flash Flooding. All of Brisbane at risk from later today, Sunday, Monday and into Tuesday. BCC ewn.com.au

5 January 2011 11:08am EST

SMS content (18428 sent): QLD Severe Weather: Heavy Rain and Localised Flash Flooding. All of Brisbane at risk from later today, Thursday and into Friday. BCC ewn.com.au

3 January 2011 2.28pm EST

SMS content (120 sent): QLD Severe T'Storm: Large Hail, Flash Flooding, Damaging Winds. Lake Samsonvale, Kallangur and Narangba areas at risk. BCC ewn.com.au

Regards

Kerry Plowright

The Early Warning Network

www.ewn.com.au





EWN - Helping to save lives and protect property
PRIVACY, CONFIDENTIALITY, DISCLAIMER AND COPYRIGHT NOTICE
2010

This communication is copyright and intended for the named recipient/s only. Being an addressee on this Email does not imply and should not be inferred, in any way, as meaning the addressee endorses or agrees with its contents. The contents of this document, including any attachments, should not be copied, distributed, or disclosed to any third party person or organisation without written permission. If received in error or incorrectly onforwarded to you, kindly notify the sender by reply E-mail and permanently delete this message and its attachments.

This message has passed through an insecure network.
Please direct all enquiries to the message author.

This message has passed through an insecure network.
Please direct all enquiries to the message author.

This message has passed through an insecure network.
Please direct all enquiries to the message author.

***** This message has passed through an insecure network. Please
direct all enquiries to the message author. *****

This message has passed through an insecure network.
Please direct all enquiries to the message author.
