
The Council of Central Darling
the Council

The Commissioner of the NSW Rural Fire Service
the Commissioner



Rural Fire District Service Agreement

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This Agreement made at Wilcannia (Central Darling) on

Parties **The Council of Central Darling** of PO Box 165 Wilcannia NSW 2836 in the state of New South Wales ("**The Council**")

The Commissioner of the NSW Rural Fire Service of 15 Carter Street Lidcombe NSW 2141 ("**The Commissioner**")

Recitals

- A. The parties have agreed to enter into a rural fire district service agreement pursuant to the provisions of section 12A of the *Rural Fires Act 1997* (NSW).
- B. The Commissioner has agreed to exercise all of the functions imposed on the Council by and under the *Rural Fires Act 1997* (NSW) other than those functions specified in clause 4.2.
- C. The Commissioner has agreed to undertake the day-to-day management of the rural fire services operating in the District on behalf of the Council.
- D. The Council has agreed to provide certain administrative accounting and maintenance services to the Commissioner and to the RFS.
- E. The Council has agreed to allow the Commissioner and the RFS to use the District Equipment.
- F. The Council has agreed to allow the Commissioner and the RFS to use the Premises.
- G. The Council and the Commissioner have agreed to establish a Liaison Committee.
- H. The Council has agreed to delegate certain functions, powers and duties to members of the RFS.

The parties agree

1. Definitions

In this agreement:

- a) "**Act**" means the *Rural Fires Act 1997* (NSW) as amended.
- b) "**Delegation**" means the delegation made by the Council to the District Manager, a copy of which is annexed to this Agreement and marked with the letter "A".
- c) "**District**" means the **Central Darling** rural fire district.
- d) "**District Equipment**" means the Fire Fighting Apparatus and the other vehicles and equipment:
 - (i) owned by the State of New South Wales;
 - (ii) owned by the Council; or
 - (iii) vested in the Council

and used by the Members of the Rural Fire Service operating in the District.

- e) **"District Manager"** means the district manager for the District/Team.
- f) **"Fire Control Officer"** and **"FCO"** means the fire control officer appointed for the District by the Commissioner.
- g) **"Fire Fighting Apparatus"** means all vehicles, equipment and other things used for or in connection with, the prevention or suppression of fire or the protection of life or property in case of fire, by the Members of the Rural Fire Service operating in the District.
- h) **"Liaison Committee"** means the Liaison Committee established pursuant to clause 9 of this Agreement.
- i) **"Minister"** means the Minister responsible for the administration of the Act.
- j) **"Premier"** means the Premier of New South Wales.
- k) **"Premises"** means the land and buildings or parts of land and buildings specified in Schedule 1.
- l) **"Members of the Rural Fire Service operating in the District"** means the fire control officer for the District, the deputy fire control officers for the District, the other staff of the Service assigned to the District, the group officers and the volunteer rural fire fighters forming the rural fire brigades and groups of rural fire brigades in the District.
- m) **"RFS"** means the NSW Rural Fire Service established by the Act.
- n) **"Service Standards"** means the Service Standards issued by the Commissioner pursuant to the provisions of section 13 of the Act.
- o) **"Term"** means the period specified in clause 3.1 for which this Agreement is to continue.

2. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- (b) words importing the singular include the plural and vice versa, and words denoting a given gender include all other genders;
- (c) the expression "person" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (d) references to parties, clauses, sub-clauses, schedules, exhibits or annexures are references to parties, clauses, sub-clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit and annexure;
- (e) references to this Agreement, or any other deed, agreement, instrument or document shall be deemed to include references to this Agreement, or other deed, agreement, instrument or document as amended, novated, supplemented, or replaced from time to time.

- (f) a reference to an agreement includes a representation, undertaking, deed, agreement or legally enforceable order or arrangement or understanding, whether or not in writing;
- (g) a reference to a document includes any written agreement and any certificate or note or other document of any kind;
- (h) references to any person or to any party to this Agreement include that person's or party's executors, administrators, successors and permitted assigns;
- (i) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has corresponding meaning;
- (j) where the day on or by which any sum is payable under this Agreement, or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid and such act, matter or thing will be done on the immediately preceding Business Day;
- (k) where two or more parties to this Agreement make a joint covenant, undertaking, representation or warranty, it will be construed to refer to and bind each of such parties jointly and each of them severally;
- (l) references to payments to any party to this Agreement will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made pursuant to this Agreement will be made by unendorsed bank cheque or other immediately available funds; and
- (n) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory documents issued there under.

3. Commencement and Term

- 3.1. Notwithstanding the date upon which this Agreement is signed the parties agree that the operation of the Agreement will commence on **1 July 2014** and continue until it is terminated pursuant to provisions of clause 14.
- 3.2. This Agreement replaces the Service Agreement between the Commissioner and the Council dated 1 July 2009.

4. Commissioner to exercise Councils' Functions and manage the District

- 4.1 This Agreement is a rural fire district service agreement under section 12A of the Act.
- 4.2 The Commissioner will, in consideration of an annual fee of \$1.00 payable by the Council:
 - (a) exercise, for the Term, all of the functions imposed on the Council by or under the Act other than those functions specified in

- (i) sections 7, 12A, 37(3), 60(2), 60(6), 62, 63, 64,65,74(1)(2)(a) & (b),74C(3), 76, 77, 79, 95, 83(1)(a),100E (2)(b) & (c), 100G, 100H, 104, 109, 110, 119 (save for sub-section 119 (5), 120 and 126 of the Act; and
 - (ii) Regulations 14(a), and 37 of the Rural Fires Regulation (2008):
- (b) undertake the day to day management of the RFS in the District.

4.3 The Council will:

- (a) deliver a written report to the Commissioner setting out the information specified in sub-sections 74 (1), 74 (2) (a) & 74 (2) (b) of the Act not later than three months after the end of the Financial Year;
- (b) deliver to the Commissioner any bush fire hazard complaint it receives within 14 days of receipt of the complaint;
- (c) upon request, provide the RFS with the following datasets for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code on behalf of Council:

Data Type	Format
Weeds map	GIS layer if available and hard copy map if available
Heritage sites	GIS layer if available and hard copy map if available

- (d) upon request, provide the RFS with the following data for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code on behalf of Council:
 - (i) property address; and
 - (ii) property ownership

This data must be provided by Council within 2 working days of a request being made; and
- (e) upon request, provide the RFS with a copy of any consent provisions imposed by the Council pursuant to clause 2.7 of the Bush Fire Environmental Assessment Code, 2006.

4.4 The Council acknowledges that, in exercising the Councils' functions pursuant to this Agreement the Commissioner may, but is not obliged to, utilise or provide additional equipment or personnel in addition to the District Equipment and the Members of the Rural Fire Service operating in the District.

5. District Equipment

- 5.1 The Council agrees that it will, during the Term, make available to and allow the Commissioner and the RFS to use the District Equipment which is owned by, vested in or under the control of the Council.
- 5.2 The Commissioner agrees that he or she will, during the term of this Agreement, maintain the District Equipment on behalf of the Council in accordance with the applicable Service Standards.
- 5.3 The RFS will maintain a register of the District Equipment.

6. Land and Buildings

- 6.1 The Council agrees that it will, during the Term, allow the Commissioner and the RFS to occupy and use the Premises (being the land and buildings or parts of land and buildings specified in Schedule 1), or such other land and buildings as may be agreed upon in writing between the Council and the Commissioner, on the following terms and conditions:
- 6.2 The Council grants and the Commissioner accepts a licence to enter and use the Premises during the term of this Agreement.
- 6.3 The Commissioner has:
- (a) a personal right of occupation of the Premises on the terms specified in this Licence;
 - (b) no tenancy, estate or interest in the land on which the Premises are situated.
- 6.4 The legal right to possession and control over the Premises and the land upon which they are situated remains vested in the Council throughout the term of this Licence.
- 6.5 The Council will:
- (a) not interfere with the Commissioner's use and enjoyment of the Premises during the Term;
 - (b) pay all rates, taxes, electricity, gas, oil and water charges separately metered and charged to the Premises;
 - (c) maintain the Premises in good repair in accordance with paragraph 6.7; and
 - (d) effect and keep current at all times during the continuance of this Agreement the following insurances:
 - (i) building insurance; and
 - (ii) public risk insurance in an amount of not less than \$20,000,000.
- 6.6 The Commissioner will:
- (a) not occupy or use the Premises for any purpose other than the provision of rural fire services and any other purpose incidental thereto, without the prior consent of the Council, which shall not be unreasonably withheld or delayed;
 - (b) not assign the benefit of this licence or grant any sub-licence;

- (c) keep the Premises clean and tidy and carry out minor repairs and maintenance in accordance with paragraph 6.8;
 - (d) comply with all statutes, regulations and ordinances regarding its use of the Premises; and
 - (e) not deface or alter the Premises without the consent of the Council, such consent not to be unreasonably withheld or delayed.
- 6.7. The Council will undertake all painting, maintenance and repairs of the Premises involving:
- (a) the roof and external structure of the Premises;
 - (b) any internal or external fittings or fixtures placed by the Council;
 - (c) any work that must be carried out by a licensed trades person, including, but not limited to:
 - (i) electrical repairs and maintenance; and
 - (ii) plumbing repairs and maintenance; and
 - (d) maintenance and repair of any air conditioning or heating system.
- 6.8. The Commissioner will undertake any painting, maintenance and repairs of the Premises involving:
- (a) the ceiling and internal structure of the Premises;
 - (b) any internal or external fittings or fixtures placed by the RFS; and
 - (c) the lawn, garden and grounds surrounding the Premises.

7. Administrative, Accounting and Maintenance Services

- 7.1 The Council will, in consideration of an annual fee of \$1.00 payable by the RFS to the Council, provide to the Commissioner and the RFS the administrative, accounting and maintenance services specified in Schedule 2.
- 7.2 The Council or its General Manager will delegate to the District Manager the functions specified in Annexure "A" for the purpose of enabling the District Manager to utilise the Council's administrative, accounting and maintenance services.
- 7.3 The District Manager will, in exercising the functions delegated to him or her pursuant to clause 7.2, ensure that they are exercised in accordance with the Council's policy and procedures.

8. Finance

- 8.1 The Council will, in consultation with the Commissioner, by no later than 30 September of each year, submit to the Commissioner an estimate of probable expenditure for the District for the next financial year ("**the Bid**").
- 8.2 Following consultation with the Council, the Commissioner will, by no later than 28 February of each year, submit to the Council:
- (a) a probable allocation of expenditure for the District for the next financial year ("**the probable allocation**"); and

- (b) a probable contribution ("**the probable contribution**") by the Council to the New South Wales Rural Fire Fighting Fund ("**the Fund**").
- 8.3 In the event that the Commissioner and the Council cannot agree upon the contribution of the Council to the Fund within 28 days of the Commissioner delivering the probable allocation and probable contribution to the Council pursuant to clause 8.2, the parties will ask the Minister to determine the Council's contribution pursuant to section 110 of the Act.
- 8.4 The Commissioner will, following consultation with the Council, provide the Council with a budget forecast of the expenditure for the District for the next four years, commencing on 1 July 2011, then updated annually.
- 8.5 In preparing the budget forecast the Commissioner will consult with the Council in relation to a range of matters including:
- (a) the Council's capacity to contribute to the Fund; and
 - (b) RFS and government policies with respect to:
 - (i) the replacement of District Equipment;
 - (ii) the District's requirements by reference to Standard of Fire Cover and other policies; and
 - (iii) standards for fire stations and other facilities.
- 8.6 The Commissioner will provide to the Council on 1 July 2011 then update annually, a draft 10 year capital works program for the District identifying projected capital works requirements by reference to RFS and government policies with respect to:
- (i) the replacement of District Equipment
 - (ii) the District's requirements by reference to Standards of Fire Cover and other policies; and
 - (iii) standards for fire stations and other facilities.
- 8.7 Where the Council provides funds for the delivery of rural fire services in the District in addition to its statutory contribution to the Fund the District Manager will, on behalf of the Commissioner, manage those funds in accordance with any relevant policies or directions of the Council.
- 8.8 The Council acknowledges that, in exercising the Council's functions pursuant to this Agreement, the Commissioner:
- (a) has unrestricted access to and may expend, in the Commissioner's discretion, the monies received by the Council from the Fund for the delivery of rural fire services in the District; and
 - (b) may, but is not obliged to, expend any monies in addition to those referred to in paragraph (a).

- 8.9 The Council acknowledges that the funding for the expenditure under the Maintenance and Repair sections of the Fund estimates process shall continue to be provided on a reimbursement basis.
- 8.10 The Council will provide the District Manager with a quarterly report of the amount of the RFS budget for the District that has been expended in a format agreed between the District manager and the Council.

9. Liaison Committee

- 9.1 The Liaison Committee will consist of 7 members as follows:
- (a) two Councillors from the Council appointed by resolution of the Council;
 - (b) the General Manager of the Council or his or her delegate;
 - (c) two volunteer rural fire fighters from the District appointed by the local branch of the NSW Rural Fire Service Association Inc (“**the RFSA**”), or, in the absence of a local branch of the RFSA, elected in accordance with the applicable Service Standard;
 - (d) one member of the RFS staff assigned to the District nominated by the District Manager and approved by the Regional Manager for the District; and
 - (e) the District Manager who will be the committee's Executive Officer.
- 9.2 The Commissioner, the Council and the groups or entities which appoint or elect members of the Liaison Committee pursuant to sub-clauses 9.1(c) and (d) respectively may appoint another person to attend any meeting of the Liaison Committee in the event that the person they have elected pursuant to clause 9.1 is unable, for any reason, to attend that meeting.
- 9.3 The Liaison Committee will:
- (a) monitor and periodically review the performance of this Agreement by the Council and the RFS;
 - (b) review the following documents prepared by the District Manager prior to submission to and consideration by the Council:
 - (i) the annual budget and business plan; and
 - (ii) the quarterly financial and performance reports
- 9.4 The procedures for calling meetings and the conduct of business at those meetings shall be determined by the Liaison Committee.
- 9.5 Minutes of each meeting of the Liaison Committee must be circulated to each of the Council, the members of the Liaison Committee and the Commissioner within 2 weeks of the meeting.
- 9.6 The Liaison Committee is not a committee of the Council or the RFS.

10. Insurance and Related Covenants

- 10.1 The Council agrees that it will, during the Term, effect and keep current the following insurances ("**the Council's Insurances**"):
- (a) property damage and public liability insurance in relation to the Premises;
 - (b) compulsory third party and comprehensive insurance in relation to any motor vehicles which form part of the District Equipment, except for motor vehicles which are listed on the register of RFS "Red Fleet" vehicles or where otherwise agreed in writing between the Council and the Commissioner;
 - (c) property damage and public liability insurance, third party and comprehensive insurance (including fire and theft), in relation to all Premises and District Equipment, except for motor vehicles which are listed on the register of RFS "Red Fleet" vehicles, controlled, occupied or managed by the Commissioner or the RFS including, but not limited to:
 - i. marine fire fighting equipment;
 - ii. wharves, jetties or boat sheds;
 - iii. radio base stations;
 - iv. radio transmitting towers;
 - v. computer paging systems;
 - vi. pager repeater sites and towers;
 - vii. fire spotting towers; and
 - viii. training facilities.
- 10.2 The Commissioner agrees that the NSW RFS will, during the Term, effect and keep current the RFS's indemnity coverage with the NSW Treasury Managed Fund ("**the TMF Indemnity**") to provide, in accordance with the terms and conditions of the TMF Indemnity, third party liability cover and comprehensive motor vehicle cover in relation to any motor vehicles which form part of the District Equipment and are listed on the register of RFS "Red Fleet" vehicles, except where otherwise agreed in writing between the Council and the Commissioner.
- 10.3 The District Manager may authorise the Executive Committee of a rural fire brigade to effect insurance in relation to any specified item or items of equipment that have been purchased by the brigade or its members or which have been donated to the brigade.
- 10.4 The Commissioner on behalf of the RFS covenants with the Council that the RFS will, during the Term, in respect of the Council's functions under the Act, which the Commissioner has agreed to exercise, effect and keep current the TMF Indemnity.
- 10.5 Indemnity by the Council:
- (a) The Council agrees to indemnify the Commissioner, the RFS, its members and agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (i) Loss of, loss of use of, or damage to property of the RFS; or
- (ii) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

arising out of or by reason of anything deliberately or negligently done or omitted to be done by the Council, the Council's officers or employees.

- (b) The Council's liability to indemnify the Commissioner, the RFS, its members and agents, is reduced proportionally to the extent that a malicious or negligent act or omission of the Commissioner, the RFS, its members and agents (other than of the Council) or a breach of this Agreement by the Commissioner has contributed to the injury, damage or loss.

10.6 Indemnity by the Commissioner and RFS:

- (a) The Commissioner and RFS indemnifies the Council and its agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (iii) Loss of, loss of use of, or damage to property of the Council;
or

- (iv) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

arising out of or by reason of anything deliberately or negligently done or omitted to be done by the Commissioner, the RFS or its members.

- (b) The liability of the Commissioner and the RFS to indemnify the Council is reduced proportionally to the extent that a malicious or negligent act or omission of the Council or employees or agents (other than of the Commissioner or RFS) of the Council or a breach of this Agreement by the Council has contributed to the injury, damage or loss.

11. Key Performance Indicators

The Commissioner and the Council will, in carrying out their obligations under this agreement, endeavour to meet the Key Performance Indicators that are specified in Schedule 3 or agreed in writing between the Council and Commissioner from time to time.

12. Reporting and Review

- 12.1 The District Manager will submit a report to the Council, based on the current district business plan, within 6 weeks of the end of the financial year.
- 12.2 The report will be tabled at the next Liaison Committee meeting.
- 12.3 The District Manager will provide the Council with information that is reasonably required by it to comply with its reporting obligations under the Local Government Act, 1993.
- 12.4 The Council will, within 30 days of the end of the financial year, provide the District

Manager with a report of the amount expended on Maintenance and Repairs during the preceding financial year in a format agreed between the District Manager and the Council.

- 12.5 The Council will enter data relating to its hazard reduction program into any reporting system in accordance with the policy and procedures specified by the NSW Bush Fire Co-ordinating Committee from time to time.

13. Dispute Resolution

- 13.1 The parties will use their best endeavours to avoid and resolve any disputes in relation to the performance of their respective obligations under this Agreement.
- 13.2 In the event that the parties are still unable to resolve the matter in dispute the matter in dispute will be referred to the Ministers who will decide the matter. If the Ministers cannot resolve the matter within 21 days, the matter will be resolved by the Premier.

14. Termination

This Agreement will terminate:

- a) if either party breaches it's obligations under this Agreement and fails to rectify that breach within 21 days of the other party giving written notice to the party in default requiring that the breach be rectified;
- b) immediately upon the revocation of, or failure to renew, the delegation;
- c) immediately in the event that the Council refuses to advance monies in respect of maintenance of the District Equipment; or
- d) upon the expiration of six months notice in writing given by either the Council or the Commissioner.

15. GST

- 15.1 The parties acknowledge that the amounts set out in this Agreement as consideration for supplies are calculated without regard to GST.
- 15.2 If any party to this Agreement ("**Supplier**") becomes liable to remit GST in respect of a taxable supply made under or in connection with this Agreement, the person to whom that supply is made ("**Recipient**") shall, in addition to any other consideration, which the Recipient is required to provide to the Supplier in connection with that taxable supply under other provisions of this Agreement, pay to the Supplier the amount of the Supplier's GST liability.
- 15.3 The additional amounts to be paid by the Recipient under paragraph 15.2 will be payable at the same time as the other consideration for that taxable supply is to be provided in accordance with the other provisions of this Agreement.
- 15.4 The Supplier will provide to the Recipient a tax invoice for each taxable supply made under or in connection with this Agreement at or before the time the Recipient is required to provide the consideration for that taxable supply.
- 15.5 The parties will endeavour to minimise the impact of GST on the transactions contemplated by this Agreement and will provide reasonable assistance to one another with regard to the claiming of input tax credits in respect of taxable supplies to

which paragraph 15.2 relates.

- 15.6 "GST" and other terms used in this Clause 15 which are defined under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meanings provided by that Act. A reference to a party's liability for GST will include the GST liability of the representative member of any GST group to which that party belongs.

16. Further Assurance

The parties covenant and agree that each will do all acts and things and execute all deeds and documents and other writings as are from time to time reasonably required for the purposes of or to give effect to this Agreement.

17. Governing Law

This Agreement will be governed by and construed in accordance with the laws of New South Wales.

18. Waiver

No waiver of any breach of this Agreement will be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement.

19. Notices

- 19.1 All notices, requests, consents, and other documents authorised or required to be given by or under this Agreement will be given in writing and either personally served or sent by facsimile transmission ("fax") or email addressed as follows:

The Commissioner

To: The Commissioner
Address: **15 Carter Street, Homebush NSW 2127**
Fax No.: [REDACTED]
Email Address: [REDACTED]

The Council

To: The General Manager - **Central Darling Shire Council**
Address: PO Box 165 Wilcannia NSW 2836
Fax No.: [REDACTED]
Email Address: **council@centraldarling.nsw.gov.au**

- 19.2 Notices, requests, consents and other documents ("**Notices**") will be deemed served or given:
- a) if personally served by being left at the address of the party to whom the Notice is given between the hours of 9.00am and 5.00 pm on any Business Day, then in such case at the time the Notice is so delivered;
 - b) if sent by fax or email, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours next commence.
- 19.3 Any party may change its address for receipt of Notices at any time by giving notice of such change to the other party. Any Notice given under this Agreement may be signed on behalf of any party by the duty authorised representative of that party and will be sent to all parties to this Agreement.

20. Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

21. Modification

This Agreement may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the parties.

22. Legal Costs

Each party will bear their own legal costs in relation to this Agreement.

23. Entire Agreement

This Agreement comprises the entire agreements between the parties and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

24. Severability

In the event that part of all of any clause of this Agreement is held to be illegal or unenforceable it will be severed from this Agreement and it will not effect the continued operation of the remaining provisions of this Agreement.

Signed as an agreement.

The Common Seal of Central Darling Council was affixed in pursuance of a resolution passed by the Council on the 11th day of March 2014 in the presence of:

[Redacted Signature]

Mayor - (Administrator)

[Redacted Signature]

Acting General Manager

Signed by
Shane Fitzsimmons AFSM,
Commissioner,
NSW Rural Fire Service
in the presence of:

[Redacted Signature]

Signature

16-6-14

[Redacted Signature]

Signature of Witness

JO-ANNE ROBSON.

Name of Witness in full

Annexure A


**Instrument of Delegation
Central Darling Rural Fire District**

I, **Brian Wilkinson** Acting General Manager of **Central Darling Shire Council**, pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) **HEREBY DELEGATE** to the District Manager (Fire Control Officer) of the **Central Darling** rural fire district, or an acting Fire Control Officer in his absence, subject to compliance with any policy, regulation or resolution of Council, or directive of an authorised officer of Council.

- To carry out the regular fire protection services and operations of Council, with all purchasing powers and responsibilities relating to Rural Fire Service expenditure items as approved in the annual budget for Rural Fire Service activities and to exercise all financial and administrative functions as defined in the Rural Fire District Service Agreement.
- To act as an authorised person within the meaning of the local Government Act
- To organise the repairs and maintenance of Council plant and machinery provided for fire related purposes
- To authorise the carrying out of works on a contract basis for other businesses, individuals or government instrumentalities in accordance with councils guidelines and fee schedules for such works, and
- To enter upon any land in accordance with the powers granted under any Act administered by Council, for the purpose of carrying out duties on Councils behalf, and

Such delegation to take effect from **1 July 2014** and to continue until **terminated**.

Signed by **Brian Wilkinson** this 19th day of May 2014 in the presence of:



Signature of Witness

Adelaide Elliott

Name of Witness in full



Signature



SCHEDULE 1

PREMISES OCCUPIED BY THE RFS.			
Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Wilcannia FCC	Myer St, Wilcannia	Central Darling Shire Council	Lot 10 DP 759091
Ivanhoe FCC	Cnr Behring & Columbus Sts	Central Darling Shire Council	Lot 30 DP 754687
Ivanhoe Station	Behring St	Central Darling Shire Council	Lot 25 DP 754687
Ivanhoe Station (2)	Mount Manara Station	Central Darling Shire Council/John Palmer	
SunsetStrip Station	Lakeview Ave, Menindee	Central Darling Shire Council	Lot 8 Sec 10 DP 247152 CDSC Ass 00512
Tilpa Station	Tongo Road	Central Darling Shire Council	Lot 6882 DP 48661
Menindee HQ	Yartla St	Central Darling Shire Council	Lot 9 Sec 16 R78117
White Cliffs	Keraro St	Central Darling Shire Council	Lot 69 DP 757488
Wilcannia Town	Reid St	Central Darling Shire Council	Lot 10 DP 759091

Mossgeil Station	[REDACTED] Mossgeil	[REDACTED]	
PMR Radio Mast (Darnick Site)	[REDACTED] Menindee-Ivanhoe	[REDACTED]	Western Lands Lease Co-ords [REDACTED]
PMR Radio Mast (Ivendale Site)	[REDACTED] Cobb Hwy	[REDACTED]	Western Lands Lease Co-ords [REDACTED]
PMR Radio Mast (Barraroo Site)	[REDACTED] Wilcannia-Menindee Rd	[REDACTED]	Western Lands Lease Co-ords [REDACTED]
PMR Radio Mast (Goodwood Site)	Glendara Rd White Cliffs	[REDACTED]	Western Lands Lease Co-ords [REDACTED]
UHF Radio Repeater	[REDACTED] Cobb Hwy Wilcannia-Ivanhoe	[REDACTED]	Western Lands Lease
PMR Radio Mast (MacCulloch Range Site)	[REDACTED] Barrier Hwy Wilcannia-Cobar	[REDACTED]	Western Lands Lease Co-ords [REDACTED]



SCHEDULE 2

COUNCIL SERVICES PROVIDED TO THE RFS			
CATEGORY	SERVICES PROVIDED	BY WHOM	BY WHEN
Purchasing	(a) Provide a purchasing function through its Purchasing Department, using Councils approved purchasing procedures without exception and within delegation limits.	Council	Within 5 working days
	(b) Access to its stores function: using Council approved stores processes and procedures.	Council	Within 5 working days
Accounts Receivable	(a) Process accounts payable for the Rural Fire Service through its account payment system, within delegation limits.	Council/RFS	Within 30 days
	(b) Council will provide a mechanism for processing reimbursable expenditure items, inclusive of the requirements of the claims process.	Council/RFS	Within 30 days of completion
Accounts	(a) Maintain accounts with identified service providers determined by the RFS staff in conjunction with the Council.	Council/RFS	Within 7 working days
	(b) Require the RFS staff to monitor and control Councils allocations for expenditure of the Fire Services budget in consultation with the General Manager. The budget will be subject to monthly monitoring and quarterly review.	Council/RFS	Monthly
	(c) Audit rural Fire Service transactions, which will form part of Councils audit process and be carried out by Councils auditor	Council/RFS	Monthly
	(d) Provide financial reports, advice and guidance on a monthly basis.	Council	Monthly
Other	(a) Require the RFS staff to adhere to Councils accounting policy at all times.	RFS	At all times
	(b) Maintain a register of all external grants and contributions held on behalf of the Rural Fire Service	Council	As Required
Fleet Management	(a) Dispose of assets supplied through the Rural Fire Fighting Fund in accordance with the requirements of the Commissioner	Council	Disposal of assets within three months

	and the Rural Fires Act		
MAINTENANCE SERVICES			
Council maintenance on plant & Equipment	(a) Provide 24 hour response service for recovery and/or repairs of mobile assets and equipment	Council	As Required
	(b) Provide maintenance and servicing of Rural Fire Service mobile assets and equipment in accordance with Service Standards	Council	As Required
	(c) Provide roadworthy inspection service in accordance with RTA guidelines for Rural Fire Service mobile equipment.	Council	As Required
	(d) Undertake modifications and/or refurbishment of Rural Fire Service mobile assets if required	Council	As Required
Council maintenance for fixed assets	(a) All existing and future Rural Fire Service buildings, radio repeater infrastructure and towers to be placed on the Councils asset register.	Council/RFS	As Required.
	(b) Provide maintenance and repair to all Rural Fire Service buildings in accordance with the Service Agreement	Council	As Required
	(c) Provide insurance coverage and support for all Rural Fire Service buildings, radio repeater sites and infrastructure through Councils insurance provider.	Council	As Required.

COUNCIL SERVICES PROVIDED TO THE RFS

COUNCIL SERVICES PROVIDED TO THE RFS			
IT SERVICES			
Access to Council Data	(a)Provide in conjunction with the NSW Rural Fire Service, geographical information system support through graphical data capture and maintenance; preparation of customised mapping; provision of updated corporate GIS data; GIS support for corporate data; GIS data conversion; and GIS consultancy	Council	As Required
	(b)Provide access to Council's network for authorised persons and services limited to those relevant to bush fire related activities and complaints.	Council	As Required
ENVIRONMENTAL SERVICES			
Provision of environmental advice/technical advice on environmental issues	(a)Provide environmental information and advice	Council	As Required
	(b)Provide advice and assistance in hazard reduction related matters.	Council	As Required
	(c)Provide advice and assistance on planning related matters, building approvals and development applications pertaining to Rural Fire service activities.	Council	As Required.

COUNCIL SERVICES PROVIDED TO THE RFS			
ADMINISTRATIVE SERVICES			
Access to secretarial services	(a)Provide clerical support to the Fire Control Centre when/if required.	Council	During emergency events or as required.
	(b)Refer bush fire related correspondence to the RFS staff for action.	Council	Within two working days
OTHER SERVICES			
Provision of council plant.	(a)Provide plant as required to support bush fire related activities and other related emergencies	Council	Within 2 hours of request
	(b)Provide traffic management services for bush fire, hazard reduction and related emergency events	Council	Within 2 hours of request
	(c)Provide resources to assist in bush fire fuel management activities, subject to approved funding arrangements	Council	As Required
	(d)Provide vegetation and erosion control on fire trails and other disturbed areas.	Council	Within 10 working days of request.

*** PLEASE NOTE: This schedule contains only those items NOT maintained through the Rural Fire Fighting Fund.**



SERVICE DELIVERY MODEL
District/Team/Zone Business Planning

SERVICE AGREEMENT – SCHEDULE 3

Review Submitted by:.....

Review Received by:.....

Position:

Position:

Date:

Date: