
**The Council of Tamworth Regional
the Council**

**The Commissioner of the NSW Rural Fire Service
the Commissioner**



Rural Fire District Service Agreement

This Agreement made at 437 Peel Street Tamworth on [insert date]

Parties **The Tamworth Regional Council** of 437 Peel Street Tamworth 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 **Tamworth** 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 1st July 2010 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 24 July 2007.

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 Council's 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 and supply to Council 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 accept 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 six (6) 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) one volunteer rural fire fighters from the District appointed by the local branch of the NSW Rural Fire Service Association Inc (“the RFS”), or, in the absence of a local branch of the RFS, 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.

- (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 its 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

Signed as an agreement.

The Common Seal of Tamworth Regional Council was affixed in pursuance of a resolution passed by the Council on the 10th day of October 2012 in the presence of:



Mayor

General Manager

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

Signature

Signature of Witness

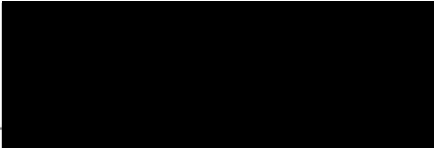
Name of Witness in full

Annexure A

**Instrument of Delegation
Tamworth Regional**

I, **Paul Bennett** General Manager of **Tamworth Regional Council**, pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) **HEREBY DELEGATE** to the District Manager of the **Tamworth** rural fire district, **the delegations to enable the District Manager to exercise all financial and administrative functions as defined in the Agreement.** Such delegation to take effect from **1st July 2010** and to continue until termination as per Agreement Clause 14.

Signed by **PAUL BENNETT** this
day of _____ in the presence of:



Signature

Signature of Witness

Name of Witness in full



SCHEDULE 1

PREMISES OCCUPIED BY THE RFS

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Fire Control Centre (co-located with the Tamworth Emergency Coordination Centre)	19-23 Lockheed Street, Tamworth 2340	Tamworth Regional Council	Lot 905, DP 589924
Attunga	Attunga Street, Attunga 2345	Tamworth Regional Council	Lot 16, DP 728377
Barraba (shared with SES)	11 Maude Street, Barraba 2347	Tamworth Regional Council	Lot 11, DP 758059
Bendemeer	Watson's Creek Road, Bendemeer 2355	Tamworth Regional Council	Lot 65, DP 753839
Dungowan	Nundle Road, Dungowan 2340	Tamworth Regional Council	Lot 7007, DP 1024777
Woolomin	Munro Street, Woolomin 2340	Tamworth Regional Council	Reserve 0904
Duri	Tamworth Street and Duri Street, Tamworth 2340	Tamworth Regional Council	Lot 23, DP 758368
Gowrie	Gowrie Road, Gowrie 2340	Tamworth Regional Council	Lot 203, DP 39485
Hanging Rock	Barry Road, Hanging Rock 2340	Tamworth Regional Council	Lot 414, DP 755332
Garoo			

Hanging Rock	Barry Road, Hanging Rock 2340	Tamworth Regional Council	Lot 414, DP 755332
Kingswood	Spains Lane, Kingswood 2340	Tamworth Regional Council	Lot 1, DP 161820
Kootingal/Moonbi	New England Highway, Kootingal 2352	Tamworth Regional Council	Lot 6, DP's 503750 and 706876
Limbri/Mulla Creek	Cross Street, Limbri 2352	Tamworth Regional Council	Lot 104, DP753837
Loomberah	Duri-Dungowan Road, Loomberah 2340	Tamworth Regional Council	Lot 273, DP 587455
Manilla (Shared with SES)	Station Road, Manilla 2346	Tamworth Regional Council	Lot 7, DP1016767 & Lot 8, DP 1016767
Piallamore	Nundle Road, Dungowan 2340	Tamworth Regional Council	Lot A, DP368835
Somerton	Milkmaid Street, Somerton 2340	Tamworth Regional Council	DP 758910
Tamworth City	19-23 Lockheed Street, Tamworth	Tamworth Regional Council	Lot 904, DP 553151 & Lot 905, DP 589924
Warral	Warral Road, Warral 2340	Tamworth Regional Council	Lot 212, DP830094
Watsons Creek	Bungendore Road, Watsons Creek 2355	Tamworth Regional Council	Reserve No. R56116
Moore Creek	Upper Moore Creek Road, Moore Creek 2340	Tamworth Regional Council	Lot 2, DP246613
Nundle	Innes Street, Nundle 2340	Tamworth Regional Council	Lot 11, DP758798
Ogunbil	Dungowan Creek Road, Ogunbil 2340	Tamworth Regional Council	Lot 234, DP755350
Woolbrook	1 Daisy Street, Woolbrook 2354	Tamworth Regional Council	Lot 198, DP 753846
Weabonga	Mitchell Street, Weabonga 2340	Tamworth Regional Council	Lot 10, Sec 2, DP759062



SCHEDULE 2

COUNCIL SERVICES PROVIDED TO THE RFS

CATEGORY	SERVICES PROVIDED	BY WHOM	BY WHEN
FINANCIAL SERVICES			
Financial management	(a) Provide RFS with means to monitor and report on budget expenditure (e.g. controlled access to Council's Financial Systems)	Corporate and Governance	Ongoing
Purchasing	(a) Provide RFS with means to utilise Council's purchasing systems	Corporate and Governance	Ongoing
	(b) Provide support advice regarding Contractor selection	Regional Services	As required
	(c) Petty cash management	Corporate and Governance	Ongoing
Account keeping	(a) Receipt and processing of income received	Corporate and Governance	Ongoing
	(b) GST management	Corporate and Governance	Ongoing
	(c) Accounts / Invoices paid within Council's term requirement	Corporate and Governance	Ongoing

COUNCIL SERVICES PROVIDED TO THE RFS

COUNCIL SERVICES PROVIDED TO THE RFS			
MAINTENANCE SERVICES			
Council maintenance for fixed assets	(a) Maintenance, repair and management of all premises listed in Schedule 1 including painting, maintenance and repair as per 6.6 and 6.7 in accordance with a Service Agreement between Council Assets Management Section and the RFS	Fleet Services	As per agreement
	(b) Assist with disposal processes for plant and equipment	Fleet Services	As required
Capital Works provided by Council on a cost recovery basis	(a) Building Capital Works Project Management and advice	Environmental and Planning Services	As per agreement
	(b) Provide land to build stations on	Environmental and Planning Services	As required
	(c) Arrange leases for all stations	Environmental and Planning Services	As required
	(d) Provide tender documents and services for capital works	Environmental and Planning Services	As required

COUNCIL SERVICES PROVIDED TO THE RFS

IT SERVICES			
Provision of IT Support	(a) Maintenance, repair, replace and disposal of Council purchased and owned IT systems and equipment	Corporate and Governance	Assistance provided within five (5) days
	(b) Provide training for Council systems	Corporate and Governance	As required
Access to Council data	(a) Datasets for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code as per 4.3	Corporate and Governance	As per agreement
	(b) Full consultation on all proposed Bushfire Prone Land map changes	Corporate and Governance	Ongoing
	(c) Rural Addressing	Corporate and Governance	Ongoing
	(d) Access to Council GIS/Mapping System	Corporate and Governance	As implemented
ENVIRONMENTAL SERVICES			
Provision of environmental / technical advice on environmental issues	(a) Bush fire hazard complaints received by Council referred to Rural Fire Service	Environmental and Planning Services	Within 14 days of receipt by Council
	(b) Take appropriate action for illegal fires breaching fire safety and environmental legislation	Environmental and Planning Services	As soon as is practical from request for assistance from Rural Fire Service
	(c) Develop Hazard Reduction works schedule for Council managed assets	Various Directorates	Annually
	(d) Report any Hazard Reduction proposals and works conducted in BRIMS	Various Directorates	As required
	(e) Development applications referred to Rural Fire Service as required	Environmental and Planning Services	Within 14 days of receipt at Council

COUNCIL SERVICES PROVIDED TO THE RFS

ADMINISTRATIVE SERVICES			
Access to secretarial services	(a) Provide RFS with internal Council processes and updates	Corporate and Governance	Ongoing
	(b) Provide RFS with access to Council contact directory	Corporate and Governance	Ongoing
	(c) Assistance from Council Business Support Services during large scale emergency events on a cost recovery basis.	Corporate and Governance	As Required
Access to council office equipment	(a) Access to shredders, copying and printing services	Corporate and Governance	As required
OTHER SERVICES			
Provision of Council Facilities	(b) Access to Council Depots during normal business hours for refuelling & cleaning of RFS plant and equipment	Fleet Services	As operational circumstances allow
	(c) Provide access to council owned land for fire training purposes by agreement	Various Directorates	As required



SERVICE DELIVERY MODEL

District/Team/Zone Business Planning

SERVICE AGREEMENT – SCHEDULE 3

Review Submitted by:.....

Review Received by:.....

Position:

Position:

Date:

Date:



NSW RURAL FIRE SERVICE

Mr Paul Bennett
TAMWORTH REGIONAL Council
Ray Walsh House 437 Peel Street
Tamworth NSW 2340

12/12/2023

Dear Mr Paul Bennett

2023-24 ALLOCATIONS – NSW RURAL FIRE FIGHTING FUND

The Minister for Emergency Services, Hon. Jihad Dib MP, has approved allocations for the 2023-24 Rural Fire Fighting Fund (RFFF), which supports the volunteer rural fire brigades that protect your local community.

Following amendments to the *Rural Fires Act 1997* in 2017, the statutory contribution by relevant councils to the Fund is now determined by reference to the 'rural fire brigade funding target' defined in section 103 of the Act. For 2023-24, the funding target is \$549.383 million.

As you are aware, the NSW Bushfire Inquiry examined the causes, preparation and response to the devastating 2019/20 bush fires. The Inquiry handed down a total of 148 recommendations and sub-recommendations requiring implementation of discrete actions or projects. The RFS is responsible for implementing 87 of these. As at the end of June 2023, 64 of these had been completed, with the remainder in progress. The RFS is jointly responsible for implementing another three recommendations, all of which are in progress.

NSW has experienced a string of unprecedented natural disasters and emergencies over the past four years, with devastating consequences for our communities and environment. The RFS has maintained a heightened operational tempo throughout these events, sustaining ongoing services to assist and protect communities around the state. This has tested the resilience and courage of our dedicated members and also placed a significant operational load on the organisation.

Over this time, it has become increasingly clear that the RFS provides a trusted service not only as the lead combat agency for bush fire response and all fires in Rural Fire Districts but also in response to other emergencies, particularly in regional and isolated rural areas, where the RFS may be the only emergency service in some small towns and villages. I am proud that the Service has been able to swiftly and professionally expand its capabilities to encompass flood and rescue operations as well as bush fire response to ensure that we are providing every possible assistance to people in need.

In response to both the NSW Inquiry and the Royal Commission into National Natural Disaster Arrangements and to support its strategic direction, the RFS has introduced 18 priority projects. These

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projects were developed to ensure our people can effectively respond to emergency incidents and get home safely. They also are leading the development of our future capability, ensuring our members have the equipment and resources they need to serve their community to the best of their - and our - ability.

I am proud of what we have achieved so far and am committed to continue delivering these initiatives, which will help support our partner agencies, including councils, and the people of our state. I have outlined our achievements to provide your council with vision of our work to support you and your residents, businesses, infrastructure, environment and other valuable assets.

Keeping members safe and well

- *Personal Protective Equipment – Head Protection and Respiratory Protection*
\$14.2 million from donations received in response to the 2019/20 fires has been invested to deliver more than 45,000 new helmets to members across the state and provide an expanded suite of respirator options for every firefighting appliance in the fleet.
- *The RFS Benevolent Fund*
\$10 million from the community donations has been allocated to establish the RFS Benevolent Fund as an independent charity to support members in need, especially the families of members killed on duty and those injured on the fireground. The Fund is accepting applications for financial support.
- *Mental Health Strategy*
Understandably, one of the impacts of the extended and severe 2019/20 fire season was on the mental health of some RFS members. The RFS is investing approximately \$17 million over five years to boost its mental health services and resources for members, including employing allied health professionals (including psychologists). The five-year RFS Mental Health Strategy was launched in January 2023 to help achieve a mentally healthy environment in which members can thrive.
- *Workplace Conduct*
The existing RFS approach to workplace conduct was outdated and no longer fit for purpose. A new framework is being rolled out to improve the management of workplace conduct issues across the Service and promote a safe and inclusive workplace for all members.

Enhancing emergency response and management

- *RFS ACTIV (Member Availability and Response System)*
The RFS ACTIV mobile app makes it easier for members to signal their availability, be called out to an emergency and accept the call to attend. The system provides a common and accessible way for all members to better communicate who is best positioned to respond to any emergency.
- *CAD (Integrated Dispatch System)*
The RFS completed the roll out of the Computer Aided Dispatch (CAD) system to all Districts in July 2023. The day-to-day communications of all 43 Districts are now processed through the RFS Operational Communication Centre (OCC), ensuring the right vehicle responds to the right incident at the right time. CAD enables more efficient and consistent dispatching of resources and improved emergency response capabilities. Since its introduction in February 2021, the time from receiving a call to alerting a Brigade has fallen by a minimum of three minutes.
- *Mobile Data Terminals (MDTs)*
MDTs provide two-way, real-time sharing of operational information between members in the field and Incident Management Teams (IMTs) or the Operational Communications Centre via

touchscreens mounted in fire appliances. These devices are now being rolled out to enhance the safety of members in the field and ensure they have critical information (eg maps and incident action plans) readily available when needed. The MDTs also will allow for simplified data collection and display within vehicles and better pre-incident preparation and real-time decision-making.

- *Mapping Software*
The FireMapper infield mapping solution is a mobile app that allows members in the field to annotate directly on maps, share map annotations with others and integrate with real-time incident information.
- *Australian Fire Danger Rating System (AFDRS)*
The RFS led this national initiative to develop a new Australian Fire Danger Rating System with the CSIRO and Bureau of Meteorology. Nearly 600 metal fire danger rating signs have been rolled out in communities across NSW. About a third (240) of existing signs will be replaced or retrofitted with electronic signage. These signs are controlled remotely, ensuring they display the correct and current fire danger rating and clear calls to action.
- *Design of Fire Appliances & Next Generation Fleet*
The RFS is working to identify its needs for future generation of firefighting appliances, including their design, protection levels and increased lifespan. A comprehensive research initiative was completed in conjunction with Monash University's Accident Research Centre to look at evidence-based safety improvements, specifically in relation to roll-over and falling object protection. Testing of prototype designs will start this year.
- *Farm Fire Unit Integration*
Farmers are a critical part of the fire-fighting effort and an important partner in managing and responding to the threat of fire across our landscape. The RFS Farm Fire Unit Operational Guide and Commitment Strategy, developed in conjunction with NSW Farmers, was launched in August 2022 to strengthen the integration of Farm Fire Units with firefighting operations to promote the safe, efficient and cooperative involvement of private equipment to control fires.

Technology is better optimising logistics and connecting people

- *Station Connectivity and Microsoft Office 365 Uplift*
The RFS has provided internet connectivity via a Nighthawk M6 mobile router and Telstra internet plan for each brigade station within range of Telstra's mobile coverage. The next stages in this project are to offer every member their own RFS email address and access to Microsoft Office 365 products including Teams and Outlook to support easier communication.
- *One RFS Member Website*
Launched in 2021, One RFS is a centralised platform for storing and sharing information with members, helping them to stay connected.
- *eMembership Portal*
The RFS membership application process has been modernised with the replacement of the previous paper-based forms with an online application portal (eMembership) to streamline the system for members of the community wishing to join the Service.
- *Emergency Logistics Program*
The RFS has prioritised improvements to its procurement processes to provide a seamless ordering process and access to real-time information about inventory supplies and better support for the businesses that supply us. The integrated digital platform, the Emergency Logistics Solution (ELS) went live in November 2022, improving logistics coordination, sourcing and procure to pay, heavy plant integration and inventory management.

I would like to acknowledge the support of the NSW RFS and Brigades Donations Fund Trust (DGR), which has contributed to many of these programs through the donated funds received during the 2019/20 fire season. This has allowed us to accelerate work and deliver benefits to volunteers that otherwise may not have occurred for many years.

The year ahead

The RFS has specifically committed to delivering the following key initiatives:

- *Resource to Risk*

As we continue to enhance our emergency response and management of incidents capabilities, we acknowledge there is more work we can do align the level of risk posed by particular emergencies with what resources we have available to dispatch to them. Whilst we have previously utilised the Standards of Fire Cover approach, we recognise the need for a more contemporary approach that matches our physical and human resource capabilities, and technologies to meet the risks in each area.

We understand that the complexity of events is growing and that the needs of each of our brigades can be largely different depending on where they are, what they're exposed to, and who they're serving. Aviation Management

We have made significant investments to build our aerial firefighting capabilities and as we do so we are ensuring safety remains at the centre of our approach. This includes the implementation of the recommendations from recent reviews, particularly the Australian Transport Safety Bureau (ATSB) following the tragic loss of the large air tanker crew during the 2019/20 bush fires.

Already possessing the largest aerial fleet of any fire agency in Australia, we're focused on building the capability of our owned and contract resources even further. A faster, safer, and more capable means of putting out fires in hard-to-reach locations, our focus on our aerial capabilities will significantly enhance our capacity to protect lives and property during emergencies, providing invaluable support from the sky to complement the efforts of our ground-based members. We will be further developing our training approach, our mission profiles, and the means to better respond to various emergencies

- *Night Aviation Capability*

Over the past three years, the RFS has made significant advances in its night time aviation capability. The introduction of night time aerial intelligence and high definition FLIR cameras have provided the ability to detect, live stream and map fires at night. The introduction of night incendiary activities allows for the continuation of aerial incendiary operations at times when it may be the most effective or needed. The trial and development of night time aerial firefighting is continuing with successful night time direct attack firefighting operations and the ongoing expansion of the night firebombing program.

- *Athena 2.0*

Athena is an artificial intelligence system that provides enhanced situational awareness to RFS decision makers by predicting fire patterns and the impact of fire on various values and assets. This will assist in improving the speed and accuracy of operational decision making through more effective resource allocation and more informed pre-emptive staging and provide for more informed management of aviation capabilities.

The RFS also has not been immune from extensive cost increases driven by COVID-19 supply chain difficulties and price escalation, more recent increases in inflation and a range of other factors, including heightened global competition for aerial firefighting resources. The RFS is facing increases in the order

of 38 to 48 per cent in the cost of aircraft contracts and unprecedented increases of up to 40 per cent in construction industry costs.

2023-24 Allocations

As you would be aware, the Office of State Revenue has previously provided each council with an Annual Assessment Notice identifying the amount of its statutory contribution for 2023-24.

The key allocations to be provided to your council, including Infrastructure projects, firefighting appliances and equipment and support payments, in 2023-24 are detailed below:

- *Infrastructure Projects:*

All councils are encouraged to claim costs as infrastructure works progress rather than waiting to lodge a larger claim at the end of the financial year or project. This will assist councils in recouping their costs and minimise the need to seek carry over approvals.

Project Name	Value
23_B_Winton	\$856,410.00
Ancillary Costs across multiple Brigades in LGA	\$667,426.00
Subtotal: Infrastructure Projects	\$1,523,836.00

Note: These allocations do not include any carry over funds from previous financial years, only the funds which are being allocated to you for this financial year. If you require any clarification, please contact your local District office.

- *Appliances*

Type	Brigade Name	Value
Appliance - CAT 1 - Single Cab	Namoi River	\$438,015.21
Appliance - CAT 7 - Single Cab	Woolomin / Duncans Creek	\$278,141.82
Appliance - CAT 7 - Single Cab	Niangala	\$278,141.82
Appliance - Refurbishment	Attunga	\$120,000.00
Replaced Appliance - CAT 1 (BF01500)	Attunga	\$0.00
Replaced Appliance - CAT 1 (BF08883)	Namoi River	\$0.00
Replaced Appliance - CAT 7 (BF08944)	Woolomin / Duncans Creek	\$0.00
Replaced Appliance - CAT 7 (BF08945)	Niangala	\$0.00
Subtotal: Appliances		\$1,114,298.84

- *Equipment*

Fire Fighting Equipment	\$80,000.00
Personal Protective Clothing	\$50,000.00
Subtotal: Equipment	\$130,000.00

- *Maintenance and Repairs*

The Maintenance and Repairs support payments for each council have been increased for 2023-24. The RFS will seek to make payments to council for the Maintenance and Repairs grant towards the end of 2023, provided council has made all Rural Fire Fighting Fund contributions due to the Office of State Revenue at that time.

The Maintenance and Repair payments support councils in meeting their requirements for the costs of maintaining appliances and other vehicles (not the White Fleet), stations and Fire Control Centres, utilities and other miscellaneous costs.

Subtotal: Maintenance and Repairs	\$329,026.50
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Your attention to completing and claiming reimbursement for the outlined infrastructure and any approved hazard reduction works during the 2023-24 year is requested. It should be noted that there is no guarantee that unclaimed funds will be carried forward, particularly relating to hazard reduction works.

Councils will continue to receive ongoing additional support to Rural Fire Districts including:

- *Training and Volunteer Support*
Costs associated with volunteer relations, including the cadets program, Work Health and Safety programs for volunteers, Critical Incident Support, Chaplaincy, learning and development, volunteer training and competency.
- *Fire Mitigation Works*
Bush fire mitigation works, including the Mitigation Crews that operate across Local Government Areas, completing mitigation works, fire trail and hazard management works.
- *Insurances*
Volunteer workers compensation insurance and other insurances (excluding red fleet insurance).
- *Radio Communications*
Costs associated with communication assets, the Private Mobile Radio network, the paging network and the Government Radio Network.
- *Emergency Fund*
Costs associated with responding to bush fire emergencies, including out of area assistance.
- *Aviation and Other Operational Support*
Provision of the State Air Desk and aviation resources for emergency events, training and support of volunteers in aircraft operations and other operational support services such as Neighbourhood Safer Places, Rapid Aerial Response Teams and vulnerable communities support.
- *Engineering and Other Infrastructure*
Design and development of mobile infrastructure, including tankers, other vehicles and firefighting equipment. Development of designs and standards for the construction of brigade stations and fire control centres.
- *Communications and Public Awareness*
Management of media and corporate communications, including community advertising and awareness campaigns, social media monitoring and provision of emergency messaging in emergency events.

If you have any questions or would like further information, please contact Mr Myles Foley, Director, Finance and Procurement on [REDACTED] or at [REDACTED]

Yours sincerely



Rob Rogers AFSM

Commissioner

cc: General Manager
RFS Area Director
RFS Area Commander
RFS District Manager