

All communications to be addressed to:

NSW Rural Fire Service
Blue Mountains District
PO Box 600
KATOOMBA NSW 2780

NSW Rural Fire Service
Blue Mountains District
Cnr Bathurst Road & Valley Road
KATOOMBA NSW 2780



Telephone: (02) 4784 7444

Facsimile - Administration: (02) 4784 7461

e-mail: [REDACTED]

Operations: [REDACTED]

Mr. Robert Greenwood
General Manager
Blue Mountains City Council
Locked Mail Bag 1005
KATOOMBA 2780

Doc No.
Rec'd Records 12 JUN 2012 BMCC
REMITTANCE
REG No.

Your Ref:

Our Ref: SLA0013

ENTERED IN
REGISTRATION BOOK

7 June 2012

RURAL FIRE DISTRICT SERVICE AGREEMENT



Dear Mr. Greenwood,

Enclosed please find the Rural Fire District Service Agreement dated 13 March 2012 which has now been signed by both parties.

Yours sincerely,



David Hoadley, AFSM
Superintendent
Acting District Manager

Cc Mr. Nick Rigby

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The Council of City of Blue Mountains
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 Katoomba on 13th Day of March 2012

Parties **The Council of The City of Blue Mountains** of 2 Civic Place, Katoomba 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 **Blue Mountains** 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 2012** 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 17 July 2001.

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 2012, 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 2012 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:

- (ii) Loss of, loss of use of, or damage to property of the RFS; or
- (iii) 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:

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

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: **Cnr. Valley Road & Bathurst Road, Katoomba NSW 2780**
Fax No.: [REDACTED]
Email Address: [REDACTED]

The Council

To: The General Manager
Blue Mountains City Council
Address: **2 Civic Place, Katoomba NSW 2780**
Fax No.: [REDACTED]
Email Address: [REDACTED]

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

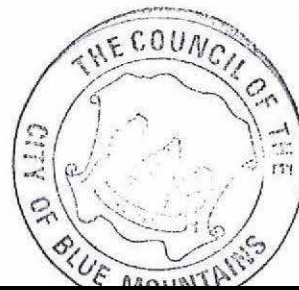
Each party will bear their own legal costs in relation to this Agreement.

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.

Whereupon the Common Seal of **Blue Mountains City Council** was hereunto affixed by the authority of the Council in accordance with a resolution passed at the ordinary meeting of the Council held on 13 March 2012, Minute Number 101, in the presence of:

[Redacted signature]

Mayor, Daniel Myles

[Redacted signature]

General Manager, Robert Greenwood

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

[Redacted signature]

Signature

[Redacted signature]

Signature of Witness

[Redacted name]

Name of Witness in full

Annexure A

Instrument of Delegation from the General Manager, Blue Mountains City Council, to the staff of the Blue Mountains District of the NSW Rural Fire Service

I, Robert Greenwood, General Manager of the Blue Mountains City Council, pursuant to my powers of delegation under Section 378(1) of the *Local Government Act, 1993*:

- A. delegate to the Rural Fire Service Staff of Blue Mountains District of the New South Wales Rural Fire Service who are holding or acting in the positions nominated in the attached schedules (the "RFS Staff") those of the functions conferred on me by the *Local Government Act, 1993* or another act or delegated to me by Council, as are specified in those schedules; and
- B. determine that all such delegations to the RFS Staff shall be subject to the limitations and exceptions specified in the schedules and to the exceptions detailed hereunder; and
- C. determine that all such delegations to the RFS Staff shall be subject to the limitations and exceptions specified in the schedules and to the exceptions detailed hereunder; and
- D. determine that in exercising a delegated function a delegate may exercise all functions that are incidental to the delegated function.

The delegations may only be exercised:

1. In a way that is consistent with legislation, prescribed standards, codes and policies and decisions of the Blue Mountains City Council and the General Manager.
2. By a person appointed to the position nominated in the schedules or a person acting in that position.

EXCEPTIONS

Budget and Resource Allocation

1. Entering into commercial contracts other than those necessary for the routine acquisition by written order of goods, services or consultancies of the value of not more than the maximum amount of expenditure that can be incurred by the delegate with respect to Council allocated monies.
2. Disposal of property of Council other than light motor vehicles and equipment.

Annexure A

Instrument of Delegation from the General Manager, Blue Mountains City Council, to the staff of the Blue Mountains District of the NSW Rural Fire Service

SCHEDULES

District Manager. Blue Mountains District. NSW Rural Fire Service

Expenditure – approved budget

To incur operating and capital expenditure on behalf of Council in accordance with the budget, approved, votes, relevant statutory authority and with Council policies. *Limitation:*

This delegation is exercisable only in respect of expenditure up to \$50,000.

Administration Officers. Blue Mountains District, NSW Rural Fire Service

Expenditure – approved budget

To incur operating and capital expenditure on behalf of Council in accordance with the budget, approved, votes, relevant statutory authority and with Council policies. *Limitation:*

This delegation is exercisable only in respect of expenditure up to \$5,000.

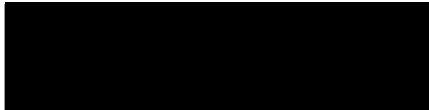
Fleet Support Officer. Blue Mountains District. NSW Rural Fire Service

Expenditure – approved budget

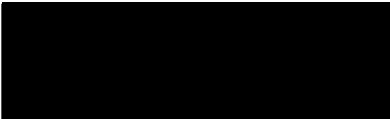
To incur operating and capital expenditure on behalf of Council in accordance with the budget, approved, votes, relevant statutory authority and with Council policies. *Limitation:*

This delegation is exercisable only in respect of expenditure up to \$5,000.

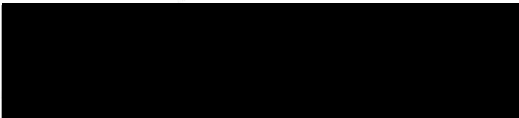
Signed by **Robert Greenwood** this
day of **14/05/12** in the presence of:



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)
Kevin Grady & Vince Ward Memorial Fire Control Centre No. 1300	3-9 Valley Road KATOOMBA NSW 2780	Blue Mountains City Council	Lot 1, DP881800
NSWRFS Blue Mountains District Depot 1 No. 1300	3-9 Valley Road KATOOMBA NSW 2780	Blue Mountains City Council	Lot 1, DP881800
NSWRFS Blue Mountains District Depot 2 & Air Operations Shed No. 1300	Road Reserve, Plantation Street / Station Street WENTWORTH FALLS NSW 2782	Blue Mountains City Council	Road Reserve
VL2EW Transmitter Hut No. 1300	11-21 Valley Road KATOOMBA NSW 2780	Sydney Water Corporation	Lot 1, DP935066
Bell Brigade Station 1301	13-14 Sandham Rd BELL NSW 2786	Minister for Education	Lot 2, DP814679
Blackheath/Mt. Victoria Brigade Station No. 1328	139 Station Street BLACKHEATH NSW 2785	Blue Mountains City Council	Lot 1, DP810410
Blackheath/Mt. Victoria Brigade Station No. 1328	2 Harley Avenue MOUNT VICTORIA NSW 2786	Blue Mountains City Council	Lot 122, DP456834, Lot 123, DP 456834, Lot A, DP 347537

PREMISES OCCUPIED BY THE RFS

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Blaxland Brigade Station No. 1303	24 Attunga Road BLAXLAND NSW 2774	The Crown	PTL7315, DP1142242
Bullaburra Brigade Station No. 1304	4 Kalinda Road BULLABURRA NSW 2784	Blue Mountains City Council	Lot 1, DP557556
Faulconbridge Brigade Station No. 1305	25 Railway Avenue FAULCONBRIDGE NSW 2776	Blue Mountains City Council	Lot 100, DP1086741
Glenbrook/Lapstone Brigade Station No. 1306	6 Hodgson Road GLENBROOK NSW 2773	Blue Mountains City Council	Lot 2, DP628055
Hazelbrook Brigade Station No. 1307	1-7 Baths Road HAZELBROOK NSW 2779	Blue Mountains City Council	Lot A, DP324988; Lot B, DP324988; Lot C, DP324988; Lot 212, DP75162
Katoomba / Leura Brigade Station No. 1309	26 Fitzgerald Street KATOOMBA NSW 2780	Blue Mountains City Council	Lot 3, Section 1, DP6469
Lawson Brigade Station No. 1310	284 Great Western Highway LAWSON NSW 2783	Blue Mountains City Council	Pt. Lot 17, Section 1, DP758605
Linden Brigade Station No. 1311	Burke Road LINDEN NSW 2778	NPWS	Pt. Reserve R37 C1370
Medlow Bath Brigade Station No. 1312	8 Railway Parade MEDLOW BATH NSW 2780	The Crown	Lot 473, DP751627

PREMISES OCCUPIED BY THE RFS

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Megalong Valley Brigade Station No. 1313	842 Megalong Road MEGALONG VALLEY NSW 2785	Blue Mountains City Council	Lot 12, DP871087
Mt. Riverview Brigade Station No. 1315	178 Rusden Road MOUNT RIVERVIEW NSW 2774	Blue Mountains City Council	Lot 2, DP803588
Mt. Wilson/Mt. Irvine Brigade Station No. 1314	47 The Avenue MOUNT WILSON NSW 2786	Blue Mountains City Council	Lot 97, DP863588
Mt. Wilson/Mt. Irvine Brigade Station No. 1314	Road Reserve, Mount Irvine Road MOUNT IRVINE NSW 2786	The Crown	Road Reserve
Mt. Tomah Brigade Station No. 1316	71-73 Bells Line of Road MOUNT TOMAH NSW 2758	Blue Mountains City Council	Lot 201, DP 612951
South Katoomba Brigade Station No. 1326	36-38 Glenwattle Close KATOOMBA NSW 2780	Blue Mountains City Council	Lot 92, 93, 98, 99 & 100, DP2517
Valley Heights Brigade Station No. 1319	56 Green Parade VALLEY HEIGHTS NSW 2777	Rail Corporation NSW	Lot 1, DP1001742
Valley Heights Brigade Station No. 1319	32-34 Great Western Highway VALLEY HEIGHTS NSW 2777	Blue Mountains City Council	Lot 2, DP1114535
Warrimoo Brigade Station No. 1320	3 Eley Hawkins Drive WARRIMOO NSW 2774	The Crown	Lot 7009, DP751654

PREMISES OCCUPIED BY THE RFS

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Wentworth Falls Brigade Station No. 1321	46-50 Falls Road, WENTWORTH FALLS NSW 2781	The Crown	Pt. Lot 7007, DP751646
Winmalee Brigade Station No. 1322	502A Hawkesbury Road WINMALEE NSW 2777	Blue Mountains City Council	Lot 8, DP 567096
Woodford Brigade Station No. 1323	2 Park Road WOODFORD NSW 2778	Blue Mountains City Council	Lot 2, DP792881



SCHEDULE 2

COUNCIL SERVICES PROVIDED TO THE RFS	
CATEGORY	SERVICES PROVIDED
1. DISTRICT EQUIPMENT (Service Agreement Clause 5)	
1.1. Council maintenance of plant & equipment	<ul style="list-style-type: none"> (a) Provide and fund programmed maintenance for all RFS Blue Mountains District, Group Officers and fire fighting plant and vehicles as outlined in manufacturers specifications, NSW RFS Service Standards and the RFS Blue Mountains District Standard Operating Procedures and Maintenance Specification for C and D Services. (b) Provide and fund non-programmed maintenance for all RFS Blue Mountains District, Group Officers and fire fighting plant and vehicles. (c) Provide and fund breakdown maintenance including emergency callout support on all RFS Blue Mountains District, Group Officers and fire fighting plant and vehicles. (d) Allocate a job number for each programmed, non-programmed and breakdown maintenance job which will initiate a tracking/reporting system to ensure that all jobs are monitored and the RFS Blue Mountains District kept informed of progress. (e) Provide details of vehicle and plant operating costs. (f) Ensure all vehicles and plant are maintained to conform to NSW Roads and Maritime Services (RMS) and WorkCover requirements and road worthiness standards. (g) Inspect and provide proof of inspection, in conjunction with the RFS Fleet Support Officer, all RFS Blue Mountains District, Group Officers and fire fighting plant and vehicles according to RMS requirements. (h) Where practicable, pickup and deliver back to their normal place of garaging all plant and vehicles requiring maintenance. Where this is not possible the maintenance will be carried out on site. (i) Provide to the RFS Blue Mountains District Office a yearly maintenance roster. (j) Provide 1 week prior notification of maintenance to the RFS Brigade for the plant or vehicle.

COUNCIL SERVICES PROVIDED TO THE RFS

CATEGORY	SERVICES PROVIDED
	<ul style="list-style-type: none"> (k) Provide an electronic record system along with a hard copy register of all maintenance. (l) Provide security storage of RFS depot and brigade keys and log books. (m) Purchase any Council, Brigade or publicly funded plant and equipment in accordance with Council's purchasing policy and any requirements of RFS Service Standards ~ (n) Dispose of assets supplied through the Rural Fire Fighting Fund in accordance with the requirements of the Commissioner and the <i>Rural Fire Act, 1997</i>. (o) Maintain comprehensive insurance cover of all mobile assets included in District Equipment Register and fund any excess for claims. (p) Maintain registration under the <i>Road Transport (Vehicle Registration) Act, 1997</i> for mobile assets nominated in the District Equipment Register and in consultation with the Fire Control Officer. (q) Provide fuel cards for dedicated Brigade appliances and support vehicles in accordance with Council's policy. (r) Facilitate the lodging of insurance claims for the repair of any accident damage occasioned to mobile assets and equipment and the certification for release of those items after repair.
1.2. Infrastructure Planning, Implementation and Support for Rural Fire Service Radio System	<ul style="list-style-type: none"> (a) Equipment replacement (b) Removal and reinstatement of existing equipment (c) Maintenance and repair of fixed and mobile equipment (d) After hours support (e) Fault management and rectification
2. LAND AND PROPERTY INFORMATION (Service Agreement Clause 4.3(c) & (d))	
2.2. Digital Data	<ul style="list-style-type: none"> (a) Supply of Information, as approved by the General Manager, of all land management, environmental and other RFS related information held or accessed by the BMCC. This information to be provided within a period of 2 weeks or as soon as possible in an emergency.
3. LAND AND BUILDINGS (Service Agreement Clause 6)	
<p>Note: The costs associated with construction and maintenance of new premises in addition to or replacing those listed on Schedule 1 will be met by the Commissioner unless mutually agreed in writing between the parties.</p>	

COUNCIL SERVICES PROVIDED TO THE RFS

CATEGORY	SERVICES PROVIDED
3.1. Council maintenance for fixed assets	<ul style="list-style-type: none"> (a) Provide a service for the maintenance and or repair of assets listed in Schedule 1 and occupied by the Blue Mountains Rural Fire District. (b) Ensure that brigade stations meet NSWRFSS Service Standards. (c) Ensure that the Fire Control Centre meets NSWRFSS Service Standards. (d) Council authorises the District Manager to approve minor infrastructure improvements and capital improvements by brigades and donations up to a value of \$20,000.
3.2. Property and Advisory Services	<ul style="list-style-type: none"> (a) Council's Total Asset Management Frameworks. (b) Council's property information. (c) Risk management. (d) Legislative compliance. (e) Consultation and consultancy. (f) Inspection, assessment and reporting. (g) Plans of management for community land. (h) Funding utilities and services such as electricity, gas, oil and water. (i) Condition based maintenance. (j) Programmed maintenance. (k) After hours maintenance. (l) Advice on office accommodation and fit outs. (m) Advice on the provision of cleaning contracts. (n) Advice on property security system. (o) Advice on unforeseen works. (p) Advice on development of briefs for capital works. (q) Provide general waste collection and recycling service to all Brigade stations. Council will provide one general waste and one recycling bin for each Brigade station.
3.3. Building Capital Works	<ul style="list-style-type: none"> (a) Advice on unforeseen works. (b) Advice on development of briefs for capital works. (c) Advice on building projects management. (d) Advice on contractor selection processes.

COUNCIL SERVICES PROVIDED TO THE RFS

CATEGORY	SERVICES PROVIDED
4. ADMINISTRATIVE AND ACCOUNTING SERVICES (Service Agreement Clause 7)	
4.1. Purchasing	(a) Provide access to Council's purchasing system in accordance with Council's adopted purchasing policy and within delegation limits.
4.2. Accounts Receivable	(a) Raise a sundry debtor account for amounts owing to BMCC/RFS for fire hazard reductions, bushfire services, volunteer uniforms etc (upon receipt of an appropriate request from RFS). (b) Undertake debt recovery procedures to recover all amounts that remain outstanding outside of agreed repayment terms. This may include legal processes where necessary.
4.3. Accounts Payable	(a) Prepare and process all credit payments for RFS including the collation of information, matching of supporting documentation to payment request, generation of payment and filing of information.
4.4. Budget	(a) Collate and prepare the annual program budget. (b) Review and adjust budget information as part of the quarterly management plan review process. (c) Publish all fees and charges relating to RFS as part of the annual budget document following consultation with appropriate staff.
4.5. Management and Financial Reporting	(a) Prepare and distribute quarterly management reports which detail actual expenditure, income, overheads and commitments in comparison to the adopted Council budget. (b) Provide advice and assistance in managing budget discrepancies as they arise. (c) Prepare the annual financial report for Council including notes and schedules as required by Legislation.
4.6 Training	(a) Provide training and assistance in the accounting enquiry system, spreadsheets, databases, budgeting and general financial matters as required.
4.7 Accounts	(a) Provide a Financial Accounting Service that ensures the effective control of Accounts Receivable and Accounts Payable.

COUNCIL SERVICES PROVIDED TO THE RFS

CATEGORY	SERVICES PROVIDED
4.8 Petty Cash	(a) Provide a Petty Cash Service.
5. OTHER SERVICES	
5.1. Provision of environmental advice / technical advice on environmental issues	(a) Provide environmental information and advice to support Fire Control Operations. (b) Provide resources to assist in fuel management activities, subject to approved funding arrangements.
5.2. Support during incidents and emergencies	(a) Council will supply financial, administrative, technical, human, plant and equipment resources necessary to assist the Fire Control Officer to carry out the delegated functions under <i>Rural Fires Act, 1997</i> . (b) Prepare any claim for reimbursement under section 44 of the Act.



SERVICE DELIVERY MODEL

District/Team/Zone Business Planning

SERVICE AGREEMENT – SCHEDULE 3

Review Submitted by:.....

Position:

Date:

Review Received by:.....

Position:

Date:

District:	Blue Mountains – Schedule 3	
Ref No:	Milestone/ Performance Measure	Target Performance
RS1.1	Community Education strategy submitted into BRIMS by target date*	31-May
RS1.2	Number of Community Education activities planned *	Number
RS1.3	Number of Community Education activities completed *	Number
RS2.1	Number of 79 BA development applications received *	Number
RS2.2	Number of 79BA development applications assessed and recorded into BRIMS within 14 days *	Number
RS3.1	All completed Hazard Reductions entered into BRIMS within 5 working days at the end of each month *	100%
RS3.2	All proposals for hazard reductions submitted by target date #	31-May
RS4.1	Number of HR works proposed by the District BFMC *	Number
RS4.2	Number of HR works programs completed *	Number
RS5.1	Number of fire Trails within District #	Number
RS5.2	Number of Fire Trails entered on the current NSW RFS Fire Trail Register - classified as per BFCC Fire Trail Policy 2/2007 #	Number
RS6.1	Number of years since the last local BFRMP was approved by the BFCC *	Number
RS7.1	Number of complaints received *	Number
RS7.2	Number of properties inspected within 14 days of the complaint being received *	Number
RS7.3	Number of properties where hazards were reduced within six months of complaint being received *	Number
RS8.1	Number of permit escapes for year to date*	Number
RS8.2	Number of permits issued for the year to date*	Number
RS8.3	Number of fires reported of unknown origin requiring investigation *	Number
RS8.4	Number of fires reported that were formally investigated structural fires *	Number
RS8.5	Number of fires reported that were formally investigated wildfires *	Number
RS9.1	Number of months since S52 plans was approved #	Number
RS10.1	Number of volunteers listed on DTZ register of IMT members *	Number
RS10.2	Number of volunteers who have completed "ICS for IMT" assessment *	Number
RS11.1	Number of roadworthy inspections completed for year to date and recorded on Redfleet *	Number
RS11.2	% of inspections recorded on Red Fleet *	100%
RS12.1	% of Brigades where equipment is inspected year to date in accordance with s38c of the Rural Fires Act #	100%
RS13.1	Number stations with water tanks fitted #	Number
RS14.1	% of training records updated within 4 weeks of training programs #	100%
RS14.2	Training recorded and available to be included in State Training Register by target date #	31-Oct
RS15.1	% of Brigade and Group Officers that have received authorisation within specified timeframe of 14 days #	100%
RS15.2	% of Group Officer positions held outside the three year term #	0%
RS16.1	% annual increase of Service agreements that are in the revised template #	70%
RS16.1	% of Service Level Agreements that are current #	100%
RS17.1	Total number of district members that have been presented with an internal or external award for the year to date #	Number
RS18.1	Date the Training Plan was endorsed by the District Manager #	31-Oct
RS18.2	Number of members competent to BF *	Number
RS18.3	Number of members competent to Crew Leader *	Number

Ref No:	Milestone/ Performance Measure	Target Performance
RS18.4	Number of staff and volunteers assessed as competent for at least one IMT role *	Number
RS18.5	Number of qualified RFIs *	Number
RS19.1	Number of cooperative training exercises held between RFS and NSWFB year to date #	2 annually
RS20.1	Number of active assessors available #	Number
RS20.2	Number of assessment advocates available #	Number
RS21.1	Number of membership approvals *	Number
RS21.2	Number of membership resignations *	Number
RS22.1	Number of staff meetings held by DTZ year to date #	Number
RS22.2	Number of Brigade AGMs conducted #	Number
RS22.3	Number of brigade AGMs attended by staff #	Number
RS22.4	Number of Captains Meetings held #	Number
RS22.5	Number of SMT meetings held year to date #	Number
RS23.1	All FIRS reports validated within 14 working days of incident completion *	90%
RS24.1	BCM process completed for District by target date #	30-Jun
RS25.1	District Support Brigades established in each DTZ by target date #	30-Jun
RS26.1	District RAPS data confirmed by target date #	30-Jun
RS27.1	Station enhancement program agreed by target date #	30-Jun
REMG1	Analyse and report to the Region on specialised appliances and resources currently held across the District. Region to provide template for capturing information	28-Dec
-	Analyse and report to the Region on future needs of specialised appliances and resources across the District. Region to provide template for capturing information	28-Mar
REMG2	Analyse and report on forecast needs for all FCCs and Brigade Stations throughout the District, Region to provide template for capturing information	28-Mar
REMG3	Regional Infrastructure Manager to be consulted prior to commencement of FCC or Brigade Station build or renovation	100%
-	Completed Project Control Group Status Reports forwarded to region monthly	100%
REMG4	Analyse and report the current specialist and/or technical services staff within the District. Region to provide template for capturing information	30-Jun
REMG5	Analyse and Report on current IMT Capability within District. Region to provide template for capturing information	30-Dec
REMG7	Conduct a Minimum of 2 Liaison Committee meeting per annum	2
-	Conduct a Minimum of 2 formal or informal magement/review meetings	2
REMG8	Complete quarterly Schedule 3 reports	quarterly
-	Provide Schedule 3 reports to region	quarterly
REMG9	Complete District Risk Review, Region to provide template for capturing information	28-Mar
-	Update District risk register	quarterly
RE1	Complete Monthly reports as required. Region to provide template	28th of the Month
RE2	Inform and seek advice from RM on any matter that may require investigation	100%
RE3	Manage staff work hours and leave arrangements	100%
-	All attendance forms to Region by 1st working day of each month	100%
RE4	Ensure that all district staff leave balances are less than 245 hours at the end of each quarter	100%
RE5	All local arrangements are made in advance between the manager and staff and are documented and recorded appropriately	100%
RE6	Members issued with ID cards in accordance with the Service Standard	Number

Ref No:	Milestone/ Performance Measure	Target Performance
RE7	All vehicle disposals approved and appropriately documented	100%
RE8	All new or replacement vehicles including appliances have AED and sticker fitted	100%
RE9	Ensure that all Brigade Stations are inspected annually and that identified works are undertaken	90%
RE10	Annual CFU Inspections conducted as per Service Standard	100%
RE11	Annual Works plan prepared consistent with Bush Fire Risk Management Plan	31-Mar
-	Progress report to region on regional template	quarterly
RE12	Complete Report and forward to Regional Operations Preparedness Manager. Region to provide template for capturing information	31-Mar
RE13	Report discrepancies to region within 5 days of receiving report	100%
RE14	Regional Operations to be advised at time of HQ notification	100%
D1	Developed by 30/12	30-Nov
D2	Valley Heights	100%
D3	Shipley	100%
0	Yellow Rock	100%
0	Catering Truck	100%
0	FCC Extensions	100%
D4	Stage 3 of Realignment Completed	100%
D5	SOP's adopted and distributed	100%
D6	Review and Report 2011/2012 to SMT	100%
D7	Sufficient Burns planned and on the shelf ready to go	100%
D8	Negotiations with Council and Plan completed	100%
D9	Adopted by SMT	100%
D10	Partnerships reported to each SMT meeting	Quarterly
D11	Exercise Planned and completed	100%
D12	Readiness tested	100%
D13	Monthly reports provided to SMT quarterly	Quarterly