

**Submission
No 16**

ASSETS, PREMISES AND FUNDING OF THE NSW RURAL FIRE SERVICE

Organisation: Narrandera Shire Council
Date Received: 6 May 2024

Partially
Confidential

Our ref: GC/Vkm: F- 1725 & D- 731116
Your ref: Email dated 29 April 2024



6 May 2024

Mr Jason Yat-Sen Li MP
Committee Chair
Public Accounts Committee
Parliament of New South Wales

E PublicAccountsCommittee.PAC@parliament.nsw.gov.au

INQUIRY: Assets, premises, and funding of the NSW Rural Fire Service

Dear Chair

Thank you for the opportunity to make a submission to the inquiry into arrangements concerning the NSW Rural Fire Service.

I write on behalf of the Narrandera Shire Council, and I have no objection to the publication of the submission and my authorship.

By way of background, I have spent almost 50 years in local government and have watched the RFS grow from its very beginnings to the professional fighting force it is today. In the 1980's rural firefighting was very much a Council led process with staff and resources employed by the Councils, although funding from the State was very important. Today, Councils stand largely removed from the process, connected by thin strands of legal and financial tape.

In relation to the Terms of Reference, I provide the following:

1. The funding, maintenance, accounting and management of assets and premises are inconsistent. Councils remain a significant source of funds although the way in which those funds are collected by the State is problematic in terms of levels and timing. RFS funding is a really good example of an area where closer cooperation and communication between the government agencies involved would be helpful – RFS, IPART, OLG, NSW Treasury and the Audit Office.

Maintenance of the assets is largely undertaken by the RFS although in the case of Narrandera Shire our workshop staff service the major "red fleet" items, on a fee for service basis.

We have RFS stations across the shire that have been built on private land, crown land, council owned land and in at least one case a combination of those.

Acquisitions for these assets is undertaken by the RFS with asset values imported into Councils financial reports annually. This occurs because of the technical requirement in the Act even though everyone knows that Councils do not exercise any control over the assets. Narrandera Shire includes the stations and "red" fleet in its accounts but not the equipment. The only reason we do this is because that's what we believe the RFS Act requires.

All decisions in terms of operations are made by the RFS with Council having no control, nor would we wish to have. The RFS quite rightly, in my opinion is free to deploy assets within the shire, region and across the state in response to emergencies, as they consider appropriate. Often the first we know about it is when we see it in the media.

2. Service Agreements

Sadly, for all of us in constructing the RFS Act in 1997, the Parliamentary Counsel invented a reverse somersault with a half twist, in that, the Act vests all power in Councils who then have to delegate to the RFS certain sections who then charge the Councils for carrying out those functions. The instrument that was used is called a "Service Level Agreement". I have attached the current SLA for Narrandera together with a letter I wrote to the Commissioner Mr Rob Rogers in 2022 and his reply.

The SLA is out of date and no longer valid having been overtaken by changes to the operations of the RFS, time, council amalgamations and staff appointments. I think it unlikely that we will ever see a new agreement signed by the Council.

It is plain that the Rural Fires Act as presently constructed, is no longer fit for purpose.

Periodically, Council will be funded for relatively minor bushfire trail maintenance, but we do not do hazard reduction, except for a bi-annual burn off of grass at the Narrandera Airport undertaken by the local brigade as an exercise.

I have no detailed knowledge of the condition of the assets.

Council insures the buildings and vehicles as part of its schedule of insurances.

In recent years, Council has provided land by subdivision and managed the contractors building new fire stations on behalf of the RFS.

- ## 3. Councils have a support role to play in emergency management by representing the local community and providing resources as required. They do not have expertise in fire or flood management and should not be involved at that level.

4. The sustainability of local councils' financial contribution to the emergency services is under question and rightly the subject of a separate Parliamentary inquiry. On behalf of Narrandera Shire Council, I can say that the current arrangement should not be allowed to continue. It was only a short number of years ago that we all got to the brink of an ESL levee on ratepayers but that was abandoned at the eleventh hour.
5. General comments – In my view emergency services are critical to the quality of life and risk management in the lives of almost all NSW residents. They deserve to be recognised managed and funded as such. I would suggest the following changes...
 - There is considerable waste and duplication between the RFS, SES, Accident response and the Town fire brigades – everyone has to have their own shed, appliance, communication systems, equipment and seat at the table. The time has come for rationalisation and the creation of one emergency service.
 - The funding model needs to be such that every property owner contributes in some way to meeting the costs. Everyone benefits so all should share in the costs.
 - There needs to be effective restraint on the budgets of the service – I don't believe it is reasonable to keep on expanding without limitation every time there is a Royal Commission or Inquiry. The needs of the emergency services should be balanced with all the other needs of residents.

I can be contacted on E [REDACTED] M [REDACTED] or T [REDACTED]

Yours faithfully

[REDACTED]
Mr George Cowan
General Manager

CC: the Hon. Steph Cooke MP, Local Member for Cootamundra
Shadow Minister for Water, and Shadow Minister for Crown Lands

Enc:

1. To RFS - Accounting Opinion
2. RFS response - Commissioner Rogers
3. MIA Rural Fire District Service Agreement



Our ref: GC/Vkm: F- 5228 & D- 628319, 628380
Your ref: n/a

10 August 2022

Commissioner Rob Rogers ASFM
Locked Bag 17
GRANVILLE NSW 2142

E C/- [REDACTED]

Dear Commissioner

RE: Accounting for RFS Assets

I am writing to yourself and the Hon. Steph Cooke MP, in the hope that some common sense may be applied to the fiasco that is developing across rural NSW with respect to the RFS assets.

At the outset let me advise that Narrandera Shire Council will be including the Red Fleet and Brigade Stations in our accounts which are about to go to audit. Not because I agree with the requirements of the Audit Office but because I respect the Auditors right to her position and because I believe having a “qualified” set of financial reports is in nobody’s best interest.

I have included two documents with this letter – firstly a copy of the accounting opinion issued by Treasury in relation to the issue and a copy of the current yet considerably outdated MIA Service Agreement to which Narrandera was a signatory.

Unfortunately, the combined effects of the amateurish approach from Treasury, the relative silence from the RFS and the threatening approach of the AO have created a situation where the relationship between the Councils and the RFS is being irrevocably damaged and the volunteers who are the backbone of the service are caught in the middle.

The accounting position paper issued by Treasury appears to reflect some of the provisions of the legislation, unfortunately it is naive in respect to what actually happens on the ground. The historical approach of Councils being involved at a management level in respect to brigade activities, resource allocation and capacity building are long gone and certainly this council’s involvement with firefighting activities falls well short of “control”. My view is, that is exactly how it should be – the RFS is now a professional and extremely capable agency, a world leader in firefighting and the concept of a Council exercising “control” is both archaic and hazardous.

Because of the structure of the current legislation, a document called a Rural Fire District Service Agreement is required to artificially delegate authority from the Councils to the RFS. The MIA agreement which I have attached, was made on 1 January 2011, and contains delegations from the then General Managers to the then Zone Manager. Only one of those General Managers remains in office and so the other three delegations are null-and-void having been revoked by the Councils upon successive General Manager appointments. In addition, the document does not reflect changes in Councils that occurred in the 2016 amalgamations.

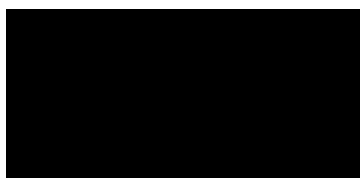
Surely it is time for a new Rural Fires Act 2022 to properly place the RFS at its rightful place in charge of fire fighting in the rural areas of this State.

I respectfully suggest that you as Commissioner and the Hon. Steph Cooke as Minister for Emergency Services and Resilience and Minister for Flood Recovery, are ideally placed to initiate that re-write.

A contemporary document would establish an appropriate relationship between the State, Local Government and Volunteers and help take this critical service into the next decade and beyond.

I can be contacted on T [REDACTED], M [REDACTED] or E [REDACTED]. and would be delighted to expand further on my comments and assist in any way you consider to be helpful.

Yours faithfully



Mr George Cowan
General Manager

CC: the Hon. Steph Cooke MP –
Minister for Emergency Services and Resilience and Minister for Flood Recovery

Enc:

1. Accounting Opinion
2. MIA Rural Fire District Service Agreement

The Council of Griffith City Council

The Council

The Council of Leeton Shire Council

The Council

The Council of Murrumbidgee Shire Council

The Council

The Council of Narrandera Shire Council

The Council

The Commissioner of the NSW Rural Fire Service

The Commissioner



Rural Fire District Service Agreement

MIA Zone

Table of Contents

1..... **Definitions**1

2..... **Interpretation**3

3..... **Commencement and Term**4

4..... **Commissioner to exercise Councils' Functions and manage the Zone**.....4

5..... **District Equipment**.....5

6..... **Land and Buildings**5

7..... **Administrative, Accounting and Maintenance Services**7

8..... **Finance**7

9..... **Liaison Committee**8

10..... **Insurance and Related Covenants**.....9

11..... **Key Performance Indicators**.....10

12..... **Reporting and Review**.....11

13..... **Dispute Resolution**.....11

14..... **Termination**11

15..... **GST**11

16..... **Further Assurance**.....12

17..... **Governing Law**.....12

18..... **Waiver**.....12

19..... **Notices**.....12

20..... **Counterparts**13

21..... **Modification**14

22..... **Legal Costs**14

23..... **Entire Agreement**.....14

24..... **Severability**14

(i) **Annexure A**16

SCHEDULE 2.....1

This Agreement made at GRIFFITH on 1/01/2011

Parties

The Council of Griffith City of 1 Benerembah Street, Griffith ("The Council")

The Council of Leeton Shire of 23-25 Chelmsford Place, Leeton ("The Council")

The Council of Murrumbidgee Shire of 21 Carrington Street, Darlington Point ("The Council")

The Council of Narrandera of 141 East Street, Narrandera ("The Council")

(collectively referred to in this Agreement as "**the Councils**").

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 Councils and the Commissioner have agreed to operate the Districts as a Zone.
- C. The Commissioner has agreed to exercise all of the functions imposed on the Councils by and under the *Rural Fires Act 1997* (NSW) other than those functions specified in Clause 4.2.
- D. The Commissioner has agreed to undertake the day-to-day management of the Service operating in the Zone on behalf of the Councils.
- E. The Councils have agreed to provide certain administrative accounting and maintenance services to the Commissioner and to the Service.
- F. The Councils have agreed to allow the Commissioner and the Service to use the District Equipment.
- G. The Councils have agreed to allow the Commissioner and the Service to use the Premises.
- H. The Councils and the Commissioner have agreed to establish a Liaison Committee.
- I. The Councils have agreed to delegate certain functions, powers and duties to the fire control officer.

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 Councils to the ZM, a

copy of which is annexed to this Agreement and marked with the letter "A".

- (c) **"Districts"** means the **Griffith, Leeton, Murrumbidgee and Narrandera** rural fire districts.
- (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 Counciland used by the Members of the Rural Fire Service operating in the Districts.
- (e) **"Zone Manager"** and **"ZM"** means the manager appointed to the Zone by the Commissioner.
- (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 Districts.
- (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 2.
- (l) **"Members of the Rural Fire Service operating in the Zones"** means the Zone Manager for the Zone, the fire control officers for the Districts, the other staff of the Service assigned to the Districts, the group officers and the volunteer rural fighters forming the rural fire brigades and groups of rural fire brigades in the Districts.
- (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.
- (p) **"Zone"** means the area comprising the Districts.
- (q) **"Zone Manager"** means the person appointed as fire control officer for the Districts.

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 thereunder.

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 January 2011**, and continue until it is terminated pursuant to provisions of clause 14.
- 3.2 This Agreement replaces the Service Level Agreement between the Commissioner and the Councils dated **1st January 2008**.

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

- 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 Councils:
- (a) exercise, for the Term, all of the functions imposed on the Councils 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 Service in the Zone.
- 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 Councils 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 Zone.

5. District Equipment

5.1 The Councils agrees that they 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 Councils.

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 Zone Equipment.

6. Land and Buildings

6.1 The Councils agree that they will, during the Term, allow the Commissioner and the Service 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 Councils and the Commissioner, on the following terms and conditions:

6.2 Each of the Councils grant in relation to those parts of the Premises over which they have control and the Commissioner accepts a licence to enter and use the Premises during the Term.

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 respective Council throughout the term of this Licence.

6.5 The Councils 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 respective 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 respective Council, such consent not to be unreasonably withheld or delayed.

6.7 The Councils will undertake all painting, maintenance and repairs of the Premises using the services M&R system involving:

- (a) the roof and external structure of the Premises;
- (b) any internal or external fittings or fixtures placed by the Councils;
- (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 Service; and
- (c) the lawn, garden and grounds surrounding the Premises.

7. Administrative, Accounting and Maintenance Services

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

8. Finance

- 8.1 The Councils 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 Districts for the next financial year ("**the Bid**").
- 8.2 Following consultation with the Councils, the Commissioner will, by no later than 28 February of each year, submit to the Councils:
- (a) a probable allocation of expenditure for the Districts for the next financial year ("**the probable allocation**"); and
 - (b) a probable contribution ("**the probable contribution**") by the Councils to the New South Wales Rural Fire Fighting Fund ("**the Fund**").
- 8.3 In the event that the Commissioner and the Councils cannot agree upon the contribution of the Councils to the Fund within 28 days of the Commissioner delivering the probable allocation and probable contribution to the Councils pursuant to clause 8.2 the parties will ask the Minister to determine the Councils' contribution pursuant to section 110 of the Act.
- 8.4 The Commissioner will, following consultation with the Councils, provide the Councils 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/Zone Equipment
 - (ii) the District's requirement 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 Councils 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:

- (a) the replacement of District/Zone Equipment
- (b) the District's requirements by reference to Standards of Fire Cover and other policies; and
- (c) standards for fire stations and other facilities

8.7 Where the Councils provide funds for the delivery of rural fire services in the Districts in addition to their statutory contribution to the Fund the ZM will, on behalf of the Commissioner, manage those funds in accordance with any relevant policies or directions of the Councils.

8.8 The Councils acknowledges that, in exercising the Council's functions pursuant to this Agreement, the Commissioner:

- (a) has unrestricted access to and may expend, in the Commissioners discretion, the monies received by the Councils from the Fund for the delivery of rural fire services in the Districts; 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 Zone Manager and the Council.

9. Liaison Committee

9.1 The Liaison Committee will consist of **fourteen** members as follows:

- (a) one Councillor from each of the Councils appointed by resolution of the Councils;
- (b) the General Manager of each of the Councils or his or her delegate;
- (c) one volunteer rural fire fighter from each of the Districts 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 Zone nominated by the ZM and approved by the Regional Manager for the Zone.
- (e) the ZM who will be the committee's Executive Officer.

9.2 The Commissioner, the Councils 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 Councils and the RFS;
 - (b) review the following documents prepared by the ZM prior to submission to and consideration by the Councils:
 - (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 Councils, 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 of the RFS.

10. Insurance and Related Covenants

- 10.1 The Councils agree that during the Term they will effect and keep current the following insurances **“the Councils' 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 where otherwise agreed in writing between the Councils and the Commissioner;
 - (c) property damage and public liability insurance, third party and comprehensive insurance, in relation to all Premises and District Equipment controlled, occupied or managed by the Commissioner or the Service including, but not limited to:
 - (i) fire boats, boat motors, pumps and ancillary 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 ZM may authorise the Executive Committee of a rural fire brigade to effect insurance in relation 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.

10.3 The Commissioner on behalf of the RFS covenants with the Councils that the RFS will, during the Term, in respect of the Councils' functions under the Act, which the Commissioner has agreed to exercise, effect and keep current the RFS's indemnity coverage with the NSW Treasury Managed Fund ("the TMF Indemnity").

10.4 Indemnity by the Council:

(a) The council agrees to indemnify the Commissioner, the Service, its members and agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

(i) Loss of, loss of use of, or damage to property of the RFS; or

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

arising out of or by reason 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.

10.5 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:

(i) Loss of, loss of use of, or damage to property of the Council; 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 anything deliberately or negligently done or omitted to be done by the Commissioner, the Service 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 Councils will, in carrying out their obligations under this agreement, endeavour to meet the agreed Key Performance Indicators specified in Schedules 3 or agreed in writing between the Council and Commissioner from time to time..

12. Reporting and Review

- 12.1 The Zone Manager will submit an annual report to the Councils based on the current Zone 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 Zone Manager will provide the Councils 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 Zone Manager with a report of the amount expended on Maintenance and Repairs during the preceding financial year in a format agreed between the Zone Manager and the Council.
- 12.5 The Councils 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 any party breaches their obligations under this Agreement and fails to rectify that breach within 21 days of another 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 any of the Councils refuse to advance moneys in respect of maintenance of the Zone Equipment; or
- (d) upon the expiration of six months notice in writing given by either the Councils 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 16 which are defined under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the meanings provided by that Act. A reference to a party's liability for GST will include the GST liability of the representative member of any GST group to which that party belongs.

16. Further Assurance

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

17. Governing Law

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

18. Waiver

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

19. Notices

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

The Commissioner

To: The Commissioner

Address: 15 Carter Street
LIDCOMBE NSW 2141

Fax No.: XXXXXXXXXX

The Councils

To: The General Manager

Griffith City Council

Address: **Neville Place (PO Box 485), Griffith NSW 2680**

Fax No.: [REDACTED]

To: The General Manager

Leeton Shire Council

Address: **23-25 Chelmsford Place, Leeton NSW 2705**

Fax No.: [REDACTED]

To: The General Manager

Murrumbidgee Shire Council

Address: **21 Carrington Street, Darlington Point NSW 2706**

Fax No.: [REDACTED]

To: The General Manager

Narrandera Shire Council

Address: **141 East Street, Narrandera NSW 2700**

Fax No.: [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, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours next commence.

19.3 Any party may change its address for receipt of Notices at any time by giving notice of such change to the other party. Any Notice given under this Agreement may be signed on behalf of any party by the duty authorised representative of that party and will be sent to all parties to this Agreement.

20. Counterparts

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

21. Modification

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

22. Legal Costs

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

23. Entire Agreement

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

24. Severability

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

Signed as an agreement.

The Common Seal of Griffith City Council
was affixed in pursuance of a resolution
passed by the Council on the day
of 2011 in the presence of:

Mayor

General Manager

The Common Seal of Leeton Shire Council
was affixed in pursuance of a resolution
passed by the Council on the day
of 2011 in the presence of:

Mayor

General Manager

The Common Seal of Murrumbidgee Shire Council was affixed in pursuance of a resolution passed by the Council on the day of _____ 2011 in the presence of:

Mayor

General Manager

The Common Seal of Narrandera Shire Council was affixed in pursuance of a resolution passed by the Council on the day of _____ 2011 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

Instrument of Delegation

I, **Brett Stonestreet**, General Manager of **Griffith City Council** pursuant to Section 378(1) of the Local Government Act 1993, (NSW), **HEREBY DELEGATE** to Kevin Adams the Zone Manager MIA Zone of the New South Wales Rural Fire Service, and to any person holding the aforementioned position in an acting capacity, power and authority, subject to compliance with office / or accounting procedure. Council safe working procedure, any policy, regulation or resolution of Council or directive of an authorised officer of the Council and also subject to the terms and conditions of the Service Agreement or service Level Agreement entered into by Council and the New South Wales Rural Fire Service.

- a) To carry out the regular rural fire protection services and operations of the Council within the sums voted by Council for expenditure within the NSW Rural Fire Service's area of responsibility; and
- b) To act as an authorised person within the meaning of the Local Government Act 1983; and
- c) To organise the repairs/maintenance of Council owned bushfire fighting equipment provided for bushfire suppression and related activities; and
- d) To enter upon any land in accordance with the powers granted under the Rural Fires Act or any Act administered by Council for the purpose of carrying out the rural fire protection services, and operations of Council; and
- e) Authorise, pursuant to Section 125 of the Local Government Act 1993, or Rural Fires Act, Council staff or contractors engaged on Councils behalf to enter premises to carry out work required to be done, where such work has not been fully completed, abate public nuisance; and
- f) Authorise the issue of infringement notices on Councils behalf for offences under the Rural Fires Act, Rural Fires Regulation, Protection of the Environment Operations Act 1997 (individuals) and Protection of the Environment Operations (Control Burning) Regulation 2000; and
- g) Authorise the text and placement of advertisements relating to the NSW Rural Fire Services area of responsibility; and
- h) Authority to raise and sign orders and authorise payment for the purchase of goods and services and assets within the NSW Rural Fire service's area of responsibility as provided for in Council budget or as voted by the Council; and
- i) Dispose of surplus equipment within budget allocation and Council policy; and
- j) Certify that goods particularised on invoices, accounts or vouchers, within the area of responsibility of the NSW Rural Fire Service have been received in good condition and according to order, that any services have been rendered, and that the prices charged are fair and reasonable; and
- k) Such delegation to take effect from 1 January 2011 and to remain in force until specifically altered or revoked by notice in writing. All or any of these delegations may be authorised by the said Kevin Adams to any authorised employee of the NSW Rural Fire Service; and
- l) All prior delegations are hereby revoked.

Signed by Brett Stonestreet this
day of _____ in the presence of:

Signature

Signature of Witness

Name of Witness in full

Instrument of Delegation

I, **David Laughler**, General Manager of **Leeton Shire Council** pursuant to Section 378(1) of the Local Government Act 1993, (NSW), **HEREBY DELEGATE** to Kevin Adams the Zone Manager MIA Zone of the New South Wales Rural Fire Service, and to any person holding the aforementioned position in an acting capacity, power and authority, subject to compliance with office / or accounting procedure. Council safe working procedure, any policy, regulation or resolution of Council or directive of an authorised officer of the Council and also subject to the terms and conditions of the Service Agreement or service Level Agreement entered into by Council and the New South Wales Rural Fire Service.

- a) To carry out the regular rural fire protection services and operations of the Council within the sums voted by Council for expenditure within the NSW Rural Fire Service's area of responsibility; and
- b) To act as an authorised person within the meaning of the Local Government Act 1983; and
- c) To organise the repairs/maintenance of Council owned bushfire fighting equipment provided for bushfire suppression and related activities; and
- d) To enter upon any land in accordance with the powers granted under the Rural Fires Act or any Act administered by Council for the purpose of carrying out the rural fire protection services, and operations of Council; and
- e) Authorise, pursuant to Section 125 of the Local Government Act 1993, or Rural Fires Act, Council staff or contractors engaged on Councils behalf to enter premises to carry out work required to be done, where such work has not been fully completed, abate public nuisance; and
- f) Authorise the issue of infringement notices on Councils behalf for offences under the Rural Fires Act, Rural Fires Regulation, Protection of the Environment Operations Act 1997 (individuals) and Protection of the Environment Operations (Control Burning) Regulation 2000; and
- g) Authorise the text and placement of advertisements relating to the NSW Rural Fire Services area of responsibility; and
- h) Authority to raise and sign orders and authorise payment for the purchase of goods and services and assets within the NSW Rural Fire service's area of responsibility as provided for in Council budget or as voted by the Council; and
- i) Dispose of surplus equipment within budget allocation and Council policy; and
- j) Certify that goods particularised on invoices, accounts or vouchers, within the area of responsibility of the NSW Rural Fire Service have been received in good condition and according to order, that any services have been rendered, and that the prices charged are fair and reasonable; and
- k) Such delegation to take effect from 1 January 2011 and to remain in force until specifically altered or revoked by notice in writing. All or any of these delegations may be authorised by the said Kevin Adams to any authorised employee of the NSW Rural Fire Service; and
- l) All prior delegations are hereby revoked.

Signed by David Laughler this _____ day of _____ in the presence of:

Signature

Signature of Witness

Name of Witness in full

Instrument of Delegation

I, **Carolyn Upston**, General Manager of **Murrumbidgee Shire Council** pursuant to Section 378(1) of the Local Government Act 1993, (NSW), **HEREBY DELEGATE** to Kevin Adams the Zone Manager MIA Zone of the New South Wales Rural Fire Service, and to any person holding the aforementioned position in an acting capacity, power and authority, subject to compliance with office / or accounting procedure. Council safe working procedure, any policy, regulation or resolution of Council or directive of an authorised officer of the Council and also subject to the terms and conditions of the Service Agreement or service Level Agreement entered into by Council and the New South Wales Rural Fire Service.

- a) To carry out the regular rural fire protection services and operations of the Council within the sums voted by Council for expenditure within the NSW Rural Fire Service's area of responsibility; and
- b) To act as an authorised person within the meaning of the Local Government Act 1983; and
- c) To organise the repairs/maintenance of Council owned bushfire fighting equipment provided for bushfire suppression and related activities; and
- d) To enter upon any land in accordance with the powers granted under the Rural Fires Act or any Act administered by Council for the purpose of carrying out the rural fire protection services, and operations of Council; and
- e) Authorise, pursuant to Section 125 of the Local Government Act 1993, or Rural Fires Act, Council staff or contractors engaged on Councils behalf to enter premises to carry out work required to be done, where such work has not been fully completed, abate public nuisance; and
- f) Authorise the issue of infringement notices on Councils behalf for offences under the Rural Fires Act, Rural Fires Regulation, Protection of the Environment Operations Act 1997 (individuals) and Protection of the Environment Operations (Control Burning) Regulation 2000; and
- g) Authorise the text and placement of advertisements relating to the NSW Rural Fire Services area of responsibility; and
- h) Authority to raise and sign orders and authorise payment for the purchase of goods and services and assets within the NSW Rural Fire service's area of responsibility as provided for in Council budget or as voted by the Council; and
- i) Dispose of surplus equipment within budget allocation and Council policy; and
- j) Certify that goods particularised on invoices, accounts or vouchers, within the area of responsibility of the NSW Rural Fire Service have been received in good condition and according to order, that any services have been rendered, and that the prices charged are fair and reasonable; and
- k) Such delegation to take effect from 1 January 2011 and to remain in force until specifically altered or revoked by notice in writing. All or any of these delegations may be authorised by the said Kevin Adams to any authorised employee of the NSW Rural Fire Service; and
- l) All prior delegations are hereby revoked.

Signed by Carolyn Upston this _____ day of _____ in the presence of:

Signature

Signature of Witness

Name of Witness in full

Instrument of Delegation

I, **Mark Amirtharajah**, General Manager of **Narrandera Shire Council** pursuant to Section 378(1) of the Local Government Act 1993, (NSW), **HEREBY DELEGATE** to Kevin Adams the Zone Manager MIA Zone of the New South Wales Rural Fire Service, and to any person holding the aforementioned position in an acting capacity, power and authority, subject to compliance with office / or accounting procedure. Council safe working procedure, any policy, regulation or resolution of Council or directive of an authorised officer of the Council and also subject to the terms and conditions of the Service Agreement or service Level Agreement entered into by Council and the New South Wales Rural Fire Service.

- a) To carry out the regular rural fire protection services and operations of the Council within the sums voted by Council for expenditure within the NSW Rural Fire Service's area of responsibility; and
- b) To act as an authorised person within the meaning of the Local Government Act 1983; and
- c) To organise the repairs/maintenance of Council owned bushfire fighting equipment provided for bushfire suppression and related activities; and
- d) To enter upon any land in accordance with the powers granted under the Rural Fires Act or any Act administered by Council for the purpose of carrying out the rural fire protection services, and operations of Council; and
- e) Authorise, pursuant to Section 125 of the Local Government Act 1993, or Rural Fires Act, Council staff or contractors engaged on Councils behalf to enter premises to carry out work required to be done, where such work has not been fully completed, abate public nuisance; and
- f) Authorise the issue of infringement notices on Councils behalf for offences under the Rural Fires Act, Rural Fires Regulation, Protection of the Environment Operations Act 1997 (individuals) and Protection of the Environment Operations (Control Burning) Regulation 2000; and
- g) Authorise the text and placement of advertisements relating to the NSW Rural Fire Services area of responsibility; and
- h) Authority to raise and sign orders and authorise payment for the purchase of goods and services and assets within the NSW Rural Fire service's area of responsibility as provided for in Council budget or as voted by the Council; and
- i) Dispose of surplus equipment within budget allocation and Council policy; and
- j) Certify that goods particularised on invoices, accounts or vouchers, within the area of responsibility of the NSW Rural Fire Service have been received in good condition and according to order, that any services have been rendered, and that the prices charged are fair and reasonable; and
- k) Such delegation to take effect from 1 January 2011 and to remain in force until specifically altered or revoked by notice in writing. All or any of these delegations may be authorised by the said Kevin Adams to any authorised employee of the NSW Rural Fire Service; and
- l) All prior delegations are hereby revoked.

Signed by Mark Amirtharajah 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)
Barellan Station	78 Yapungah St Barellan 2665	Narrandera Shire Council	Lot 8 DP 758052
Beelbangera Station	Beelbangera Road Beelbangera 2680	Griffith City Council	Lot 20 DP 751743
Bilbul Station	Burley Griffin Way Bilbul 2680	Griffith City Council	Lot 307 DP 751728
Binya Station	Francis Street Binya 2665	Narrandera Shire Council	Lot 11 DP 330652 & Lot 3 DP 10667
Brobenah Station	"Prospect" Brobenah 2700	Narrandera Shire Council	Lot 4 DP 751682
Coleambally Station	3 Bencubbin Ave Coleambally 2707	Murrumbidgee Shire Council	Lot 30 DP 234758
Colinroobie Station	Barellan-Narrandera Road Colinroobie 2700	Narrandera Shire Council	Lot 30 DP 234758

Corobimilla Station	Newell Highway Corobimilla 2700	Narrandera Shire Council	Lot 1 DP 593314
Communications Hut	Water Reserve cnr Remembrance & Scenic Drive Griffith 2680	Griffith City Council	Water Reserve Scenic Hill
Darlington Point Station	Carrington Lane Darlington Point NSW 2706	Murrumbidgee Shire Council	Lots 24-25 DP 3754
Euroley Station	Yanco Weir Road Euroley 2705	Leeton Shire Council	Lot 3 DP 224500
Faithfull Station	Lot 132 Faithfull Hall Road Narrandera 2700	Narrandera Shire Council	Lot 132 DP 754550
Fire Control Centre	46 Jensen Road Griffith 2680	Griffith City Council	Lot 1214 DP 751709
Fivebough-Stony Point Station	Cnr Vance Road & Grigg Road Leeton 2705	Leeton Shire Council	Part "DC Pine" Drainage Reserve bordering on Leeton Shire Council Reserve
Griffith Air Base	Lot 7 Griffith Air Port Griffith 2680	Griffith City Council	DP 89842
Gidgell Station	Cnr Channel 9 & Anderson Road Coleambally 2707	Murrumbidgee Shire Council	DP 61/750899
Gillenbah Station	2 Gillenbah Creek Rd Narrandera 2700	Narrandera Shire Council	Lot 2 DP 786356
Grong Grong Station	Binya Street Grong Grong 2652	Narrandera Shire Council 99yr lease	Lot 4 DP 758477

Hanwood Brigade Station	Cnr Oakes Road & Harris Road Griffith 2680	Griffith City Council	Lot 1 DP 557271
Leeton RFS Store & Amenities	Massey Street Vance Estate Leeton 2705	Leeton Shire Council	Part Lot 2 DP 825085
Myall Park Station	Lot 52 Myall Park Rd Griffith 2680	Griffith City Council	Lot 52 DP 751675
Murrami Station	Wattle Ave Leeton 2705	Leeton Shire Council	Lot 311 DP 751698
Paynters Siding Station	Narrandera Leeton Airport Narrandera 2700	Narrandera Shire Council	Lot 1 DP 187882
Training Centre	19 Twynam St Narrandera NSW	Narrandera Shire Council	Lot 2 Section 39 DP 758757
Tubbo Station	Cnr Donald Ross & Wallace Road Tubbo 2706	Murrumbidgee Shire Council	Lot 1 DP 506943
Warrawidgee Station	Lot 85 Casserly Road Griffith 2680	Griffith City Council	Lot 85 DP 756054
Whitton Station	Stephenson Street Whitton 2705	Leeton Shire Council	Part of section 25 DP 751696
Wyangan station	Todd Road Lake Wyangan 2680	Griffith City Council	Lot 4 DP 1067284
Yanco-Wamoon Station	Main Road 80 Yanco 2703	Leeton Shire Council	Part of POR 38 Reserve # 55920/1



SCHEDULE 2

COUNCIL SERVICES PROVIDED TO THE RFS			
CATEGORY	SERVICES PROVIDED	BY WHOM	BY WHEN
FINANCIAL SERVICES			
Purchasing	(a) Provide access to councils buy on line purchasing systems or provide Council order books	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Accounts Receivable	(a) Provide accounts payable facilities for items and services not included in RFS purchasing systems.	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Accounts	(a) Provide appropriate debtor facilities for amounts owing in relation to brigade services and purchases	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(b) Maintain council creditor accounts for plant, equipment and services	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(c) Provide monthly budget reports and reviews	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Petty Cash	(a) Access to Council's Petty Cash program	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing

COUNCIL SERVICES PROVIDED TO THE RFS

COUNCIL SERVICES PROVIDED TO THE RFS			
MAINTENANCE SERVICES			
Council maintenance on plant & Equipment	(a) Provide the resources of Council workshop and staff for maintenance and servicing of all vehicles, vessels and ancillary equipment including pumps, generators and chainsaws	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(b) Develop an annual works plan for all plant and access to database to record all works	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(c) Arrange and complete annual RTA inspections for all vehicles and vessels	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(d) Provide after hours emergency call out services for RFS vehicles within council staffing resources		
Council maintenance for fixed assets	(a) Provide cleaning services to Fire Control Centre	Griffith City Council	Ongoing
	(c) Provide and maintain driveway's at all facilities in schedule 1	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(d) Arrange for OH&S inspections and rectification of faults of all facilities listed in schedule 1	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Annually
	(e) Arrange for and complete pest control measures at all facilities listed in schedule 1	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Annually

COUNCIL SERVICES PROVIDED TO THE RFS			
Council maintenance for fixed assets	(f) Provide support for the maintenance and upgrading of fixed radio sites	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Annually
IT SERVICES			
Provision of IT Support	(a) Provide support for the servicing and upgrading of telephone systems at Fire Control Centre	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Access to Council data	(a) Provide access for Zone Manager to council emails and contacts	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(b) Provide data and on lines access to all council databases i.e. accounting EDM, Land Information, Geographical	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
ENVIRONMENTAL SERVICES			
Provision of environmental advice/technical advice on environmental issues	(a) Provide council staff to assist with development and updating of BFRMP	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
ADMINISTRATIVE SERVICES			
Access to secretarial services	(a) Printing services within Council	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(b) Provide contact Point and information dissemination for fire hazard complaints, permits and queries	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Access to council office equipment	(a) Provide equipment as required to FCC during emergencies	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing

COUNCIL SERVICES PROVIDED TO THE RFS			
Document Management	(a) Provide registration, sorting and delivering of relevant documents and correspondence, including designated collection point within records department	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
OTHER SERVICES			
Provision of council plant.	(a) Provide 24hr plant, materials and staff for rectification of council roads after incidents	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Provision of Stores facilities.	(a) Access to Council store for sundry items	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Provision of Garbage and Sewerage Services	(a) Provide garbage collection services to all facilities in Schedule 1 within the gazetted waste collection areas.	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Provision of refuelling systems	(a) Provide fuel cards for all RFS vehicles	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Provision of Emergency Support	(b) Provide access to local service station accounts where fuel cards are not pertinent	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(c) Provide fuel truck to supply fuel to static locations	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(a) Supply administrative, financial, technical, human and plant support during incidents and emergencies	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing

COUNCIL SERVICES PROVIDED TO THE RFS			
Provision of Public Education Assistance	(a) Provide corporate communication support to promote fire awareness to the community	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Provide Welfare, recognition and Support	(a) Provide catering support for volunteers at all authorised service events within the FCC council budget	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
	(b) Provide training facilities at Narrandera Training Centre	Narrandera Shire Council	Ongoing
	(c) Provide funding to meet costs of medical reports for volunteers as required with such funding being provided using the Services M & R System.	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing
Capital Project Management	Provide project management to identify capital projects	Griffith City Council, Leeton Shire Council, Murrumbidgee Shire Council & Narrandera Shire Council	Ongoing



SERVICE DELIVERY MODEL

District/Team/Zone Business Planning

SERVICE AGREEMENT – SCHEDULE 3

Review Submitted by:.....

Review Received by:.....

Position:

Position: