
The Council of the Bega Valley Shire
the Bega Valley Shire Council

The Council of the Eurobodalla Shire Council
the Eurobodalla Shire Council



Rural Fire District Service Agreement
FAR SOUTH COAST TEAM

Table of Contents

1.....	Definitions.....	1
2.....	Interpretation	2
3.....	Commencement and Term.....	4
4.....	Commissioner to exercise Councils' Functions and manage the District.....	4
5.....	District Equipment	5
6.....	Land and Buildings	5
7.....	Administrative, Accounting and Maintenance Services	6
8.....	Finance.....	7
9.....	Liaison Committee	8
10.....	Insurance and Related Covenants	9
11.....	Key Performance Indicators	10
12.....	Reporting and Review	10
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	13
22.....	Legal Costs.....	13
23.....	Entire Agreement	13
24.....	Severability	13
	Annexure A

This Agreement made on

2010.

Parties **The Council of Bega Valley Shire** of Zingel Place Bega in the State of New South Wales ("The Council")

The Council of Eurobodalla Shire of Vulcan Street, Moruya in the State of New South Wales ("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 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 Districts on behalf of the Councils.
- D. The Councils have agreed to provide certain administrative accounting and maintenance services to the Commissioner and to the RFS.
- E. The Councils have agreed to allow the Commissioner and the RFS to use the District Equipment.
- F. The Councils have agreed to allow the Commissioner and the RFS to use the Premises.
- G. The Councils and the Commissioner have agreed to establish a Liaison Committee.
- H. The Councils have 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 **Bega Valley and Eurobodalla** 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 Councils; or
- (iii) vested in the Councils

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

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

2. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- (b) words importing the singular include the plural and vice versa, and words denoting a given gender include all other genders;
- (c) the expression "person" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (d) references to parties, clauses, sub-clauses, schedules, exhibits or annexures

are references to parties, clauses, sub-clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit and annexure;

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

3. Commencement and Term

- 3.1. Notwithstanding the date upon which this Agreement is signed the parties agree that the operation of the Agreement will commence on 1st March 2010, and continue until it is terminated pursuant to provisions of clause 14.
- 3.2. This Agreement replaces the Service Agreement between the Commissioner and the Councils dated 1 September 2006.

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 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 RFS in the District.
- 4.3 The Councils 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

Data Type	Format
Bird/bat colonies	GIS layer or hard copy map if available
Rainforest/Wetland locations other than SEPP26 and SEPP14	GIS layer or hard copy map if available
SEPP14 Wetlands	GIS layer if available and hard copy map, where these exist within the LGA
SEPP26 Rainforest	GIS layer if available and hard copy map, where these exist within the LGA
A map of significant environmental features from the LEP that may be affected by hazard reduction activities	GIS layer if available and hard copy map, including appropriate conditions required to reduce the impacts of the effects of mechanical HR and burning
Weeds map	GIS layer if available and hard copy map if available
Heritage sites	GIS layer if available and hard copy map if available

(i) property address; and

(ii) property ownership

This data must be provided by Councils 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 Councils pursuant to clause 2.7 of the Bush Fire Environmental Assessment Code, 2006.

4.4 The Councils acknowledge 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 Councils agree 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 Councils 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 Councils agree 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 Councils and the Commissioner, on the following terms and conditions:

6.2 The Councils grant 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 Councils 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 Councils, 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 Councils, such consent not to be unreasonably withheld or delayed.

6.7. The Councils 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 Councils;
- (c) any work that must be carried out by a licensed trades person, including, but not limited to:
- (d) electrical repairs and maintenance; and
- (e) plumbing repairs and maintenance; and
- (f) 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 Councils will, in consideration of an annual fee of \$1.00 payable by the RFS to the Councils, provide to the Commissioner and the RFS the administrative, accounting and maintenance services specified in Schedule 2.

7.2 The Councils or their 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 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 Districts 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 Councils 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 Districts' 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 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:
- (i) the replacement of District Equipment
 - (ii) the Districts' requirements by reference to Standards of Fire Cover and other policies; and
 - (iii) standards for fire stations and other facilities.
- 8.7 Where the Councils provide 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 Councils.

- 8.8 The Councils acknowledge that, in exercising the Councils' 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 Councils 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 Councils acknowledge 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 with claims submitted quarterly and the claims paid within thirty (30) days of the date on which they are submitted provided that such claims are submitted in the proper format with all necessary supporting documentation.
- 8.10 The Councils 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 Councils.

9. Liaison Committee

- 9.1 The Liaison Committee will consist of nine (9) members as follows:
- (a) One (1) Councillor from the Council appointed by resolution of the Councils;
 - (b) the General Manager of the Councils or his or her delegate;
 - (c) two volunteer rural fire fighters from each District appointed by the local branch of the NSW Rural Fire Service Association Inc ("the RFS"), or, in the absence of a local branch of the RFS, elected in accordance with the applicable Service Standard;
 - (d) one member of the RFS staff assigned to the District nominated by the District Manager and approved by the Regional Manager for the District; and
 - (e) the District Manager who will be the committee's Executive Officer.
- 9.2 The Commissioner, the 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 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 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 Councils or the RFS.
-

10. Insurance and Related Covenants

- 10.1 The Councils agree that it will, during the Term, 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 (including fire and theft), in relation to all Premises and District Equipment controlled, occupied or managed by the Commissioner or the RFS 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 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.
- 10.3 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 Councils:

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

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

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

(b) The Councils' 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 Councils and its agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

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

arising out of or by reason 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 Councils is reduced proportionally to the extent that a malicious or negligent act or omission of the Councils or employees or agents (other than of the Commissioner or RFS) of the Councils or a breach of this Agreement by the Councils 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 Key Performance Indicators that are specified in Schedule 3 or agreed in writing between the Councils and Commissioner from time to time.

12. Reporting and Review

12.1 The District Manager will submit a report to the Councils, 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 Councils with information that is reasonably required by it to comply with its reporting obligations under the Local Government Act, 1993.
- 12.4 The Councils 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 Councils.
- 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 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 Councils refuse 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 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 15 which are defined under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meanings provided by that Act. A reference to a party's liability for GST will include the GST liability of the representative member of any GST group to which that party belongs.

16. Further Assurance

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

17. Governing Law

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

18. Waiver

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

19. Notices

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

The Commissioner

To: The Commissioner
Address: 15 Carter Street
LIDCOMBE NSW 2141
Fax No.: (02) 8741 5550

The Councils

To: The General Manager
Bega Valley Shire Council
Address: PO Box 492 Bega NSW 2550
Fax No.: 64992200

To: The General Manager
Eurobodalla Shire Council
Address: PO Box 99 Moruya NSW 2537
Fax No.: 4474 1234

19.2 Notices, requests, consents and other documents ("**Notices**") will be deemed served or given:

- a) if personally served by being left at the address of the party to whom the Notice is given between the hours of 9.00am and 5.00 pm on any Business Day, then in such case at the time the Notice is so delivered;
- b) if sent by fax or email, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours next commence.

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

20. Counterparts

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

21. Modification

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

22. Legal Costs

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

23. Entire Agreement

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

24. Severability

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

Signed as an agreement.

The Common Seal of the Shire of Bega Valley Council was affixed in pursuance of a resolution passed by the Council on the _____ day of _____ 2010 in the presence of:



Cllr Tony Allen
Mayor



Peter Scott Tegart
General Manager

The Common Seal of the Shire of Eurobodalla Council was affixed in pursuance of a resolution passed by the Council on the _____ day of _____ 2010 in the presence of:




Cllr Fergus Thomson
Mayor



Paul Anderson
General Manager

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



Signature of Witness

JO-ANNE ROBSON

Name of Witness in full

Signature



19-8-10

Annexure A


Instrument of Delegation Bega Valley Shire Council

I, **Peter Scott Tegart** General Manager of **Bega Valley Shire Council**, pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) hereby delegate to the Team Manager, Far South Coast Team 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 1993; 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 purposes 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, Councils staff or contractors engaged on Council's 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 text and placement of advertisements relating to the NSW Rural Fire Service's area of responsibility; and
- g) 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 the Council, this authority being limited to an amount of \$10 000; and
- h) certify that the 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
- i) to issue on Council's behalf infringement notices under the Rural Fires Act 1997, the Rural Fires Regulation 1997, the Protection of the Environment Operations Act 1997 (Individuals) and the Protection of the Environment Operations (Control of Burning) Regulations 2000; and
- j) such delegation to take effect from 1 March 2010 and to remain in force until specifically altered or revoked by notice in writing. All or any of these delegations may be delegated by the Team Manager to any authorised employee of the NSW Rural Fire Service.


k) All prior delegations are hereby revoked.

Such delegation to take effect from **1 March 2010** and to continue until **1 March 2013**.



Peter Scott Tegart
GENERAL MANAGER
Bega Valley Shire Council

29/7/11
Date



Witness:
Name of Witness: Janelle Curtis

29/7/11
Date

Annexure A

Instrument of Delegation Eurobodalla Shire Council

I, **Paul Anderson**, General Manager of **Eurobodalla Shire Council**, pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) hereby delegate to the Team Manager, Far South Coast Team 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 1993; 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 purposes 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, Councils staff or contractors engaged on Council's 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 text and placement of advertisements relating to the NSW Rural Fire Service's area of responsibility; and
- g) 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 the Council, this authority being limited to an amount of \$10 000; and
 - a. certify that the 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
 - b. to issue on Council's behalf infringement notices under the Rural Fires Act 1997, the Rural Fires Regulation 1997, the Protection of the Environment Operations Act 1997 (Individuals) and the Protection of the Environment Operations (Control of Burning) Regulations 2000; and
 - c. such delegation to take effect from 1 March 2010 and to remain in force until specifically altered or revoked by notice in writing. All or any of these delegations may be sub-delegated by the said Team Manager to any authorised employee of the NSW Rural Fire Service.


d. All prior delegations are hereby revoked.

Such delegation to take effect from **1 March 2010** and to continue until **1 March 2013**.



Paul Anderson
GENERAL MANAGER
Eurobodalla Shire Council

5 May 2011
Date



Witness:

5 May 2011
Date

Name of Witness: Cardlyn Hodges



SCHEDULE 1

PREMISES OCCUPIED BY THE RFS

1. Identification of Premises

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Eurobodalla FCC	30 Campbell St, Moruya	Eurobodalla Shire Council	Lot 11 Sec 22 DP 758710
Hotfire Training Facility	28 Bimbimbie Rd, Bimbimbie	Eurobodalla Shire Council	Lot 55 DP 755963
Batemans Bay	54 Orient St	Eurobodalla Shire Council	Lot 40 DP 758064
Belowra NO STATION AT THIS LOCATION	Belowra via Bodalla	Private Land	Lot 31 DP 752128
Bingi	Bingie Rd	Eurobodalla Shire Council	Closed road
Bodalla	Princes Hwy	Eurobodalla Shire Council	Lot 13 DP 263277
Runnyford NO STATION AT THIS LOCATION	Mays Rd	Private Land	Lot 17 DP 755938
Candlagan	Broulee Rd, Broulee	Eurobodalla Shire Council	Lot 70 DP 831111
Central Tilba	Station St	Eurobodalla Shire Council	Lot 1 DP 240467
Dalmeny	Mort Ave	Eurobodalla Shire Council	Part Lot 7018 DP 752162
Deau River	Araluen Rd, Moruya	State Forests	DP 755917 Wandera State Forest
Durras South	31 Banyandah St	Eurobodalla Shire Council	Lot 11 Sec 6

		Council		DP 758369
Longbeach	348 Cullendulla Dve	Eurobodalla Council	Shire	Lot 195 DP 832872
Malua Bay	Reservoir Rd	Eurobodalla Council	Shire	Lot 11 DP 850712
Mogendoura	Clouts Rd	Eurobodalla Council	Shire	Lot 7002 DP 1020337
Mogo	Tomakin Rd	Eurobodalla Council	Shire	Section 18 DP 758688
Moruya	30 Campbell St	Eurobodalla Council	Shire	Lot 11 Sec 22 DP 758
Narooma	Princes Hwy	Eurobodalla Council	Shire	Lot 1 DP 884085
Nelligen	Reid St	Eurobodalla Council	Shire	Lot 113 DP 238007
Nerrigundah	Gulph Creek Rd	Eurobodalla Council	Shire	Lot 1 Sec 4 DP 758765
Potato Point	759 Potato Point Rd	Eurobodalla Council	Shire	Lot 174 DP 217622
Surf Beach	Pleasurelea Dve	Eurobodalla Council	Shire	Lot 7 DP 215957
Tuross Head	Hood Crescent	Eurobodalla Council	Shire	Lot 1 DP 504784
Tinpot	Tinpot	State Forests		Lot 75 DP 752145 Bodalla SF



SCHEDULE 1

PREMISES OCCUPIED BY THE RFS

1. Identification of Premises

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Bega Valley Fire Control Centre	Maher Street Bega	Bega Valley Shire Council	Lot 11 DP 799742
Angledale / Stony Creek	Princes Hwy	EM Curtis	Lot 73 DP 750197
Bega HQ	Maher St		Lot 1 DP 199274
Bemboka	Kameruka St		Lot 6 DP 758087
Bermagui	Bunga St	Crown Reserve R88259	Lot 2 Sec 17
Barragga Bay			
Brogo	Cnr Warrigal Range Rd & Hawkshead Rd		
Upper Brogo			
Buckajo / Springvale	Cnr Gillcrest Ave & Buckajo Rd		
Burragate	Davidson St	Crown Reserve R96871	
Candelo	Wolumla Rd	Crown Reserve	Lot 311 DP 750201
Cobargo	Wandellow Rd	Bega Valley Shire Council 12 - 14 Wandellow Rd Cobargo	Lot 2 DP 13453Vol 9908 Folio 246
Dignams Creek	Dignams Creek Rd	Bega Valley Shire Council	Lot 277 DP 752154
Eden	Princes Hwy	Bega Valley Shire Council Cnr Alms St & Princes Highway Eden	Lot 1 DP 89332
Jellat	Thornhill Rd	RW Russell P A Pinnock	Lot 1 DP 770241
Kiah	Princes Hwy	Road No 322	

	Kiah Store Rd		
Merimbula	Merimbula Dve	BVSC	Lot 2 DP 521986
Nethercote	Cnr Nethercote & Back Creek Rd	Crown Reserve R94731	DP 821408 Lot 4
Numbugga	Snowy Mts Hwy	BVSC Reserve	Lot 299 DP 750216
Pambula	Sir William McKell Dve	Crown Reserve R89141	Lot 1 DP 732008
Quaama	Field Bucketts Rd	BVSC	Lot 10 DP 758860
Rocky Hall	Big Jack Mt Rd	BVSC	Lot 16 DP 2141 (750212)
Tanja	Bermagui-Tathra Rd	Crown Reserve R891261	Lot 20 DP 850949
Wapengo	Cnr Tathra Bermagui Rd & Barrabooka Rd Nth	HWH Killen	Lot 210 DP 752158
Tarraganda	Tarraganda Lane	BVSC	Lot 279 DP 750190
Tathra	Snowy Mts Hwy		Lot 1 502253
Towamba	Cnr Albert & Towamba Streets	Reserve	
Wolumla	Candelo-Wolumla Rd	BVSC	Lot 1 DP 168899
Wonboyn	Gleeson Rd	BVSC	Lot 42 1021182
Wyndham-Bega Valley	Gordon St	Reserve	
Mt Darragh	Mt Darragh Rd		

SERVICE AGREEMENT - SCHEDULE 2

Specified services to be delivered by the local authorities to the Commissioner

Team		Far South Coast Team Bega Valley & Eurobodalla Districts					
KEY RESULT AREA		Financial Services					
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
1		Purchasing					
2		Accounts payable/receivable					
3		Emergency Funds					
4		Petty Cash for Bega Valley Petty Cash No for Eurobodalla					
5		Fuel Card for fleet vehicles					

SERVICE LEVEL AGREEMENT - SCHEDULE 2

Specified services to be delivered by the local authorities to the Commissioner

Far South Coast Team - Bega Valley & Eurobodalla Districts							
Maintenance Services							
TEAM							
KEY RESULT AREA							
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
9		Access to Council's Workshop at an agreed rate for fleet and equipment maintenance etc.					
7		An agreement to allow outsource maintenance contractors for RFS appliances as well as building structures etc					
8		Provision of after hours services for emergency repairs					

Far South Coast Team - Bega Valley & Eurobodalla Districts

TEAM							
Maintenance Services							
KEY RESULT AREA							
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
9		Access to Council's plant equipment at an agreed rate, for maintenance works on fire trails					
10		Cleaning of Fire Control Centres					
11		Provision of security services for NSW Rural Fire Service buildings					
12		Repairs and Maintenance of Radio Communications Infrastructure and mobile radio communications equipment.					

SERVICE LEVEL AGREEMENT - SCHEDULE 2

Specified services to be delivered by the local authorities to the Commissioner

TEAM		Far South Coast Team Bega Valley & Eurobodalla Districts					
KEY RESULT AREA		IT Services					
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
13		IT services to allow access to data (eg GIS, Property ownership, financial) as required.					
14		Computer maintenance and IT assistance with computer problems					
15		Telephone systems					

SERVICE LEVEL AGREEMENT - SCHEDULE 2

Specified services to be delivered by the local authorities to the Commissioner

Far South Coast Team							
Bega Valley & Eurobodalla Districts							
Environmental Services							
KEY RESULT AREA							
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
16		Council to provide any assistance in the assessment of environmental impacts and associated matters.					
17		Council relevant staff will be reasonably available to assist in assessment of these issues					

SERVICE LEVEL AGREEMENT - SCHEDULE 2

Specified services to be delivered by the local authorities to the Commissioner

Far South Coast Team Bega Valley & Eurobodalla Districts Administrative Services							
TEAM							
KEY RESULT AREA							
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
18		The Administrative Services currently provided by Council be maintained					
19		Printing and Stationery, laminating documents, Photocopying and document management systems					
20		Provision of Data and Land and property (rates) information					

SERVICE LEVEL AGREEMENT - SCHEDULE 2

Specified services to be delivered by the local authorities to the Commissioner

TEAM		Far South Coast Team					
		Bega Valley & Eurobodalla Districts					
KEY RESULT AREA		Other Services					
REFERENCE NUMBER	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
21		Access to Council's plant, at an agreed rate, for fire suppression and mitigation.					
22		Waste Collection and access to other waste disposal facilities within the districts.					
23		Provision of personnel as required in emergencies					

Costs incurred in the provision of services under this scheduled are reimbursed to councils through the 'M & R' component of the Rural Fire Fighting Fund in accordance with policy and guidelines.



SERVICE DELIVERY MODEL
District / Team / Zone Business Planning

DTZ BUSINESS PLAN
Schedule 3
2010-11
06/01/2011

Submitted by: _____

Position: _____

Date: _____

Approved by: _____

Position: _____

Date: _____

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 1. Appropriate and Tailored Risk Treatment

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
1.03	Assess Development Applications in Bush Fire Prone Areas	Number of 79BA development applications assessed and recorded into BRIMS within 14 days		Clarke, Ron; Potts, Greg
		Number of total 79BA development applications received		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11

Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 1. Appropriate and Tailored Risk Treatment

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
1.05	Conduct HR programs to protect properties and other assets	Number of HR works completed		Clark, Russell; Cook, Paul; Stroud, Iain

Number of HR works proposed by the District
BFMC

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 1. Appropriate and Tailored Risk Treatment

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
1.07	Support the BFCC in the development and implementation of risk planning through the local BFMC	Number of years since the last local BFRMP was approved by the BFCC		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFC Costs (\$)	.00	0.00	0.00	0.00
Non RFFC Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 1. Appropriate and Tailored Risk Treatment

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
1.12	Minimise the number of accidental, deliberate and malicious ignitions	Number of fires reported of unknown origin requiring investigation Number of fires reported that were formally investigated structural fires Number of fires reported that were formally investigated wildfires Number of permit escapes for year to date Number of permits issued for the year to date		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 1. Appropriate and Tailored Risk Treatment

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
1.20	Ensure that competent local volunteers are nominated for membership of Incident Management Teams as part of Plan of Operations	Number of volunteers listed on DTZ register of IMT members Number of volunteers who have completed "ICS for IMT" assessment		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 2. Defined and Articulated Processes

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
2.13	Inspect, or cause to be inspected, fire fighting apparatus in the District other than fire fighting apparatus under the control of the authority responsible for managed land	% of inspections recorded on Red Fleet	100%	
		Number of roadworthy inspections completed for the year to date and recorded on Red Fleet		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 2. Defined and Articulated Processes

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
---------------	------------------	---------------------	----------------------	--------------------

2.21	Fit water tanks to all RFS stations	Number of Stations with water tanks fitted		
------	-------------------------------------	--	--	--

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 3. Clear and Defined Roles

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
3.03	Ensure all brigade and group officers are appointed and authorised to enter premises in accordance with the Service Standards	% of brigade and group officers that have received authorisation within specified timeframe of 14 days	100%	
		% of group officer positions held outside the three year term		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft

Pathway Strategy: 4. Whole of Human Services Approach

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
---------------	------------------	---------------------	----------------------	--------------------

4.07	Maintain and Administer an internal and external awards and recognition program			
------	---	--	--	--

Total number of district members that have been presented with an internal or external award for the year to date

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft
 Pathway Strategy: 4. Whole of Human Services Approach

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
4.10	Training provided is adequately planned and implemented in accordance with the RFS Training SOPs	Date that the Annual Training Plan was endorsed by District Manager Number of members competent to BF Number of members competent to Crew Leader Number of qualified RFIs Number of staff and volunteers assessed as competent for at least one IMT role		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft
 Pathway Strategy: 4. Whole of Human Services Approach

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
4.17	Develop a program which aims to attract and retain sufficient members to deliver our services	Total number of membership approvals Total number of membership resignations		

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

NSW RURAL FIRE SERVICE BUSINESS PLAN – DISTRICTS / TEAMS / ZONES

District / Team / Zone: Schedule 3 Implementation Year: 2010-11
 Date Plan Amended: 15/12/2010 Budget Stage: Draft
 Pathway Strategy: 6. Evidence Based Decision Making

Task Ref. No.	Task Description	Performance Measure	Target Performance *	Responsible Person
---------------	------------------	---------------------	----------------------	--------------------

6.04	Comply with data compliance requirements for Corporate Systems	All FIRS reports validated within 14 working days of incident completion.	90%	
------	--	---	-----	--

Task Budget	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4
RFFF Costs (\$)	.00	0.00	0.00	0.00
Non RFFF Costs (\$)	.00			
Income (\$)	(0.00)			
	0.00			

NOTES:

* The Programs in the Corporate Plan that are also contained in the Commissioner's List have been included due to their importance and as a focus for implementation. In many cases the Performance Measures and Targets are actually data being collected to assist with the development of Targets in future editions of the Plan.

All communications to be addressed to:

Headquarters
NSW Rural Fire Service
Locked Bag 17
GRANVILLE NSW 2142

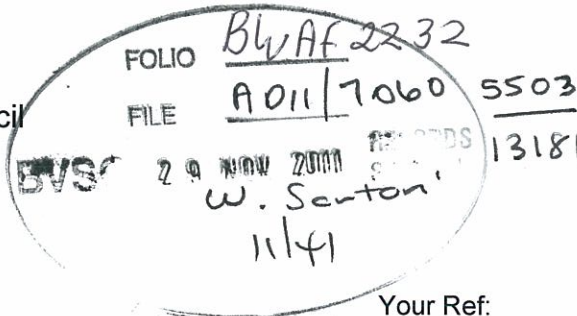
Telephone: (02) 8741 5555

Headquarters
NSW Rural Fire Service
15 Carter Street
LIDCOMBE NSW 2141

Facsimile: (02) 8741 5550



Mr Peter Tegart
General Manager
Bega Valley Shire Council
PO Box 492
BEGA NSW 2550



Your Ref:

Our Ref: SLA/0006

Dear Sir

RURAL FIRE DISTRICT SERVICE AGREEMENT - AMENDMENT

As you would be aware from 1 July 2011 the NSW RFS has successfully negotiated with the NSW Treasury Managed Fund ("TMF") a new centrally managed insurance arrangement for mobile assets under the RFS Red Fleet program. Therefore, the NSW RFS is prepared to take responsibility for covering under the indemnity provided by TMF those motor vehicles which form part of the District equipment and are listed on the register of "Red Fleet" vehicles.

The Rural Fire District Service Agreement ("RFDSA") which is currently in place between the Bega Valley and Eurobodalla Council and the Service District office currently delegates to Council the responsibility for comprehensive vehicle insurances for any motor vehicles which form part of the District equipment. It is therefore proposed that, until such time as the current agreement is reviewed the Service and Council agree that the current RFDSA be amended by way of an exchange of this letter between Council and the Commissioner. It would be appreciated if Council could sign below to agree to the following amendments to 10 of the current District Service agreement.

Delete clause 10.1(b) and replace it with the following: *'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'*.

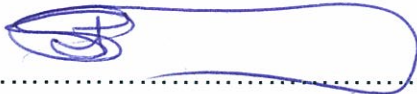
Additional clause 10.3 to read *'The Commissioner agrees that the RFS will, during the Term, effect and keep current the RFS's indemnity coverage with the NSW Treasury Managed Fund ("the TMF Indemnity") to provide, in accordance with the terms and conditions of the TMF Indemnity, third party liability 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'.

Please sign and return a copy of this letter to the Regional Business Manager, Carla McDonald (P O Box 138, BATEMANS BAY NSW 2536 . A copy should also be attached to your existing SA.

Should you have any questions or require any assistance in this process, please do not hesitate to contact Ken Hall Regional Manager – Region South.

Yours sincerely



Shane Fitzsimmons AFSM
Commissioner

Dated this 22 day of November 2011

I hereby agree to the amendment to clause 10 (Insurance and Related Covenants) of the current SA between the Council of the Bega Valley Shire and the Commissioner of the NSW Rural Fire Service.



General Manager
Council of the Bega Valley Shire

Dated this 6 day of January 2012

All communications to be addressed to:

Headquarters
NSW Rural Fire Service
Locked Bag 17
GRANVILLE NSW 2142

Telephone: (02) 8741 5555

Headquarters
NSW Rural Fire Service
15 Carter Street
LIDCOMBE NSW 2141

Facsimile: (02) 8741 5550



Mr Paul Anderson
General Manager
Eurobodalla Shire Council
PO Box 99
MORUYA NSW 2537

EUROBODALLA SHIRE COUNCIL	
FILE NO:	E00.4870
ACTION OFFICER:	Rodney B
29 NOV 2011	
FOLLOW UP CODE:	14
DOC. No:	ENT:
	Your Ref.

Our Ref: SLA/0044

Dear Sir

RURAL FIRE DISTRICT SERVICE AGREEMENT - AMENDMENT

As you would be aware from 1 July 2011 the NSW RFS has successfully negotiated with the NSW Treasury Managed Fund ("TMF") a new centrally managed insurance arrangement for mobile assets under the RFS Red Fleet program. Therefore, the NSW RFS is prepared to take responsibility for covering under the indemnity provided by TMF those motor vehicles which form part of the District equipment and are listed on the register of "Red Fleet" vehicles.

The Rural Fire District Service Agreement ("RFDSA") which is currently in place between the Eurobodalla and Bega Valley Council and the Service District office currently delegates to Council the responsibility for comprehensive vehicle insurances for any motor vehicles which form part of the District equipment. It is therefore proposed that, until such time as the current agreement is reviewed the Service and Council agree that the current RFDSA be amended by way of an exchange of this letter between Council and the Commissioner. It would be appreciated if Council could sign below to agree to the following amendments to 10 of the current District Service agreement.

Delete clause 10.1(b) and replace it with the following: '*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*'.

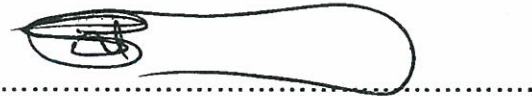
Additional clause 10.3 to read '*The Commissioner agrees that the RFS will, during the Term, effect and keep current the RFS's indemnity coverage with the NSW Treasury Managed Fund ("the TMF Indemnity") to provide, in accordance with the terms and conditions of the TMF Indemnity, third party liability 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'.

Please sign and return a copy of this letter to the Regional Business Manager, Carla McDonald (P O Box 138, BATEMANS BAY NSW 2536 . A copy should also be attached to your existing SA.

Should you have any questions or require any assistance in this process, please do not hesitate to contact Ken Hall Regional Manager – Region South.

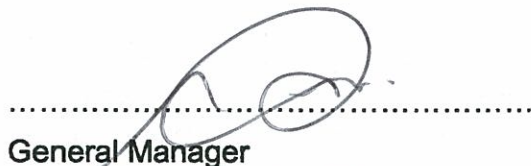
Yours sincerely



Shane Fitzsimmons AFSM
Commissioner

Dated this 22 day of November 2011

I hereby agree to the amendment to clause 10 (Insurance and Related Covenants) of the current SA between the Council of the Eurobodalla Shire and the Commissioner of the NSW Rural Fire Service.



General Manager
Council of the Eurobodalla Shire

Dated this 6th day of JANUARY 2012.