

BUSH FIRE BRIGADE  
AGREEMENTS

TWEED SHIRE COUNCIL	
FILE No	FIRE SERVICES
Doc No	
REC'D	- 4 APR 2007
ASSIGNED TO	BUCKLEY, O.
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(F)

The Council of Tweed  
the Council

The Commissioner of the NSW Rural Fire Service  
the Commissioner

LINK TO 1485824

31/10/06 - 31/10/09 .



NOTE

GIVEN TO D. MALONE  
FOR LEGAL DOC'S

**District Rural Fire Service Agreement**

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## This Agreement made at Tweed Shire Council on

**Parties**                **The Council of Tweed Shire** of Tumbulgum Road Murwillumbah in the state of New South Wales ("The Council")

**The Commissioner of the NSW Rural Fire Service** of 15 Carter Street Homebush Bay NSW 2127 ("The Commissioner")

### Recitals

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).

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 Schedule 1.

The Commissioner has agreed to undertake the day-to-day management of the rural fire services operating in the District on behalf of the Council

The Council has agreed to provide certain administrative accounting and maintenance services to the Commissioner and to the Service.

The Council has agreed to allow the Commissioner and the Service to use the District Equipment.

The Council has agreed to allow the Commissioner and the Service to use the Premises.

The Council and the Commissioner have agreed to establish a Liaison Committee.

The Council has agreed to delegate certain functions, powers and duties to the fire control officer.

### The parties agree

## 1. Definitions

In this agreement:

"Act" means the *Rural Fires Act 1997* (NSW) as amended.

- (a) "delegation" means the delegation made by the Council to the FCO, a copy of which is annexed to this Agreement and marked with the letter "A".
- (b) "District" means the [insert district name] rural fire district.
- (c) "fire control officer" and "FCO" means the fire control officer appointed for the District by the Commissioner
- (d) "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.
- (e) "District Equipment" means the Fire Fighting Apparatus and the other vehicles and equipment used by the Members of the Rural Fire Service operating in the District.
- (f) "Liaison Committee" means the Liaison Committee established pursuant to

clause 9 of this Agreement.

- (g) **“Minister”** means the Minister responsible for the administration of the Act.
- (h) **“Premier”** means the Premier of New South Wales.
- (i) **“Premises”** means the land and buildings or parts of land and buildings specified in Schedule 2.
- (j) **“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 fighters forming the rural fire brigades and groups of rural fire brigades in the District.
- (k) **“Service”** means the NSW Rural Fire Service established by the Act.
- (l) **“Service Standards”** means the Service Standards issued by the Commissioner pursuant to the provisions of section 13 of the Act
- (m) **“Term”** means the period specified in clause 3.1 for which this Agreement is to continue.

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## 1. 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.

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## **1. 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 **31 October 2006** and continue for a period of three years unless it is terminated pursuant to provisions of clause 15.
- 3.2 This Agreement replaces the Service Level Agreement between the Commissioner and the Council dated **3 December 2003**
- 3.3 Prior to the expiration of the Agreement the parties may agree in writing to extend the term of the Agreement for a further period.

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## **1. Commissioner to exercise Councils' Functions and manage the District**

- 4.1 This Agreement is a rural fire district service agreement under section 12A of the Act.
- 4.2 The Commissioner will, in consideration of an annual fee of \$1.00 payable by the Council:
  - (a) exercise, for the Term, all of the functions imposed on the Council by or under the Act other than those functions specified in Part 1 of Schedule 1; and
  - (b) undertake the day to day management of the Service in the District
- 4.3 The Council acknowledges that, in exercising the Councils' functions pursuant to this Agreement the Commissioner may, but is not obliged to, utilise or provide additional equipment or personnel in addition to the District Equipment and the Members of the Rural Fire Service operating in the District.
- 4.4 The Council will, pursuant to sub section 12A(2)(b), undertake the obligations set out in Part 2 of Schedule 1

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## **5. District Equipment**

- 5.1 The Council agrees that it will, during the Term, make available to and allow the Commissioner and the Service to use the District Equipment which is owned by, vested in or under the control of the Council.
- 5.2 The Commissioner agrees that he or she will, during the term of this Agreement, maintain the District Equipment identified in Schedule 4 on behalf of the Council in accordance with the applicable Service Standards.
- 5.3 District Equipment acquired after the date of execution of this Agreement may only be added to Schedule 4 by written agreement between the Council and the Commissioner.
- 5.4 District Equipment may be removed from Schedule 4 by written agreement between the Council and the Commissioner at any time.

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## **1. Land and Buildings**

The Council agrees that it will, during the Term, allow the Commissioner and the Service to occupy and use the Premises, or such other land and buildings as may be agreed upon in writing between the Council and the Commissioner, on the following terms and conditions.

- 6.1 The Council grants and the Commissioner accepts a licence to enter and use the Premises during the term of this Agreement.
- 6.2 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.
- 6.3 The legal right to possession and control over the Premises and the land upon which they are situated remains vested in the Council throughout the term of this Licence.
- 6.4 The Council will:
- (a) not interfere with the Commissioner's use and enjoyment of the Premises during the Term;
  - (b) pay all rates, taxes, electricity, gas, oil and water charges separately metered and charged to the Premises,
  - (c) maintain the Premises in good repair in accordance with paragraph 6.3; 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 \$5,000,000.
- 6.5 The Commissioner will:
- (a) not occupy or use the Premises for any purpose other than the provision of rural fire services and any other purpose incidental thereto, without the prior consent of the Council, which shall not be unreasonably withheld or delayed;

- (b) not assign the benefit of this licence or grant any sub-licence;
  - (c) keep the Premises clean and tidy and carry out minor repairs and maintenance in accordance with paragraph 6.3;
  - (d) comply with all statutes, regulations and ordinances regarding its use of the Premises; and
  - (e) not deface or alter the Premises without the consent of the Council, such consent not to be unreasonably withheld or delayed
- 6.6 The Council will undertake all painting, maintenance and repairs of the Premises involving:
- (a) the roof and external structure of the Premises;
  - (b) any internal or external fittings or fixtures placed by the Council;
  - (c) any work that must be carried out by a licensed trades person, including, but not limited to:
    - (i) electrical repairs and maintenance; and
    - (ii) plumbing repairs and maintenance; and
  - (d) maintenance and repair of any air conditioning or heating system
- 6.7 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.

\* In addition the following conditions of entry shall be afforded Tweed Shire Council with respect to the Tweed Fire Control Centre. Council shall have free access to training room and amenities when these are not being utilised by the RFS. Access will be via a booking system. Any emergency will override a prior booking. The RFS will endeavour to cooperate in these circumstances.

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## **2. Administrative, Accounting and Maintenance Services**

- 7.1 The Council will, in consideration of an annual fee of \$1.00 payable by the Service to the Council, provide to the Commissioner and the Service the administrative, accounting and maintenance services specified in Schedule 5.
- 7.2 The Council or its General Manager will delegate to the FCO the functions specified in Annexure "A" for the purpose of enabling the FCO to utilise the Council's administrative, accounting and maintenance services
- 7.3 The FCO 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

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## 8. Finance

- 8.1 The Council will, in consultation with the Commissioner, by no later than 30 September of each year, submit to the Commissioner an estimate of probable expenditure for the District for the next financial year (“**the Bid**”).
- 8.2 Following consultation with the Council, the Commissioner will, by no later than 28 February of each year, submit to the Council:
- (a) a probable allocation of expenditure for the District for the next financial year (“**the probable allocation**”); and
  - (b) a probable contribution (“**the probable contribution**”) by the Council to the New South Wales Rural Fire Fighting Fund (“**the Fund**”).
- 8.3 In the event that the Commissioner and the Council cannot agree upon the contribution of the Council to the Fund within 28 days of the Commissioner delivering the probable allocation and probable contribution to the Council pursuant to clause 8.2 the parties will ask the Minister to determine the Council’s contribution pursuant to section 110 of the Act.
- 8.4 Where the Council provides funds for the delivery of rural fire services in the District in addition to its statutory contribution to the Fund the FCO will, on behalf of the Commissioner, manage those funds in accordance with any relevant policies or directions of the Council
- 8.5 The Council acknowledges that, in exercising the Council’s functions pursuant to this Agreement, the Commissioner:
- (a) has unrestricted access to and may expend, in the Commissioner’s discretion, the monies received by the Council from the Fund for the delivery of rural fire services in the District; and
  - (b) may, but is not obliged to, expend any monies in addition to those referred to in paragraph (a)
- 8.6 The Council acknowledges that the funding for the expenditure under sections B and C of the Fund estimates process shall, with the exception of the salary and travel costs of Service staff assigned to the District, 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

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## 2. Liaison Committee

- 9.1 The Liaison Committee will consist of 6 members as follows:
- (a) two Councillors from the Council appointed by resolution of the Council;
  - (b) the General Manager of the Council or his or her delegate;
  - (c) one volunteer rural fire fighters from the District appointed by the local branch of the NSW Rural Fire Service Association Inc (“**the 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 Service staff assigned to the District nominated by the FCO and approved by the Commissioner, and



- (e) the FCO who will be the committee's Executive Officer
- 9.2 The Commissioner, the Council and the groups or entities which appoint or elect members of the Liaison Committee pursuant to sub-clauses 4.1(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 4.1 is unable, for any reason, to attend that meeting.
- 9.3 The Liaison Committee will:
- (a) monitor and periodically review the performance of this Agreement by the Council and the Service;
  - (b) review the following documents prepared by the FCO prior to submission to and consideration by the Council:
    - (i) the annual budget and business plan; and
    - (ii) the six monthly 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 the Council, the members of the Liaison Committee and the Commissioner within 2 weeks of the meeting.
- 9.6 The Liaison Committee is not a committee of the Council or the Service.

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## **2. Insurance and Related Covenants**

- 10.1 The Council agrees that it will, during the Term, effect and keep current the following insurances ("the Council's Insurances"):
- (a) the Council's membership of the NSW State-wide Local Government Mutual Liability Scheme as set out in Schedule 6;
  - (b) property damage and public liability insurance in relation to the Premises,
  - (c) 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 Council and the Commissioner;
  - (d) 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 FCO 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 Service covenants with the Council that the Service will, during the Term, in respect of the Council's functions under the Act, which the Commissioner has agreed to exercise,
- (a) effect and keep current the Service's indemnity coverage with the NSW Treasury Managed Fund ("the TMF Indemnity") as set out in Schedule 7; and
  - (b) indemnify the Council and keep the Council indemnified against all liabilities, claims, demands, actions, suits, proceedings, costs, damages and expenses arising out of or relating to:
    - (i) a breach by the Service or the Commissioner of their obligations pursuant to this agreement;
    - (ii) the occupation or use of the Premises by the Commissioner or the Service;
    - (iii) the performance by the Commissioner of the Council's functions; and
    - (iv) the use of the District Equipment by the Commissioner or the Service.
- 10.4 The Council covenants with the Commissioner and the Service that it will indemnify the Service, its members and the Commissioner and keep them indemnified against all liabilities, claims, demands, actions, suits, proceedings, costs, damages and expenses arising as a consequence of a breach by the Council of its obligations pursuant to this agreement.

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## 2. Key Performance Indicators

The Commissioner and the Council will, in carrying out their obligations under this agreement, endeavour to meet the agreed Key Performance Indicators specified in Schedules 3 and 5.

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## 2. Annual Report and Review

- 12.1 The Commissioner will submit an annual report to the Council within 6 weeks of the end of the financial year.
- 12.2 Within 6 weeks of the submission of the annual report to the Council a representative of the Commissioner must meet with the Council's General Manager or his or her nominee to review the report and the performance of:
- (a) the rural fire services operating in the District; and
  - (b) the Council in providing the services specified in Schedule 5.
- 12.3 The Commissioner will, within 3 months of the end of the financial year, submit such reports or information to the Council as are reasonably required by it to comply with its reporting obligations under the *Local Government Act*, 1993, including its obligation under section 428 of that Act.

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### **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.

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- 13.2 In the event that the parties are unable to resolve a dispute, other than in relation to the amount of the Council's contribution to the Fund, the parties will refer the matter in dispute to a qualified and independent mediator ("the mediator") agreeable to both the Commissioner and the Council provided that, in the event the parties cannot agree as to the mediator to be appointed within 14 days, the question will be referred to the Minister responsible for administering the Act and the Minister responsible for administering the Local Government Act 1993 (NSW) ("the Ministers") who will appoint the mediator. If the Ministers cannot agree within 14 days, the Premier will appoint the mediator
- 13.3 The mediator will convene a mediation conference, and conduct the mediation in accordance with the Lawyers Engaged in Alternative Dispute Resolution (LEADR) Rules. Representatives of the Council and the Commissioner must attend the mediation conference.
- 13.4 In the event that the parties are still unable to resolve the matter in dispute at the expiration of 21 days after the conclusion of the mediation 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.

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## 2. Review

- 14.1 The Commissioner and the Council agree to conduct a review of this Agreement in the final six months of the Term.
- 14.2 The review shall be conducted in such manner and by such persons as may be agreed in writing between the Commissioner and the Council.
- 14.3 If as a result of that review the Council or the Commissioner conclude that amendments to this agreement are required then the Commissioner and the Council shall use their best endeavours to agree upon the terms of any such amendment or amendments.

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## 2. Termination

This Agreement will terminate

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

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## 2. GST

- 16.1 The parties acknowledge that the amounts set out in this Agreement as consideration for supplies are calculated without regard to GST
- 16.2 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

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- 16.3 The additional amounts to be paid by the Recipient under paragraph 16.2 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.
- 16.4 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.
- 16.5 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 16.2 relates.
- 16.6 "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.

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## 2. 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.

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## 2. Governing Law

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

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## 2. 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.

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## 2. Notices

- 20.1 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") addressed as follows:

### The Commissioner

To: The Commissioner  
Address: 15 Carter Street  
HOMEBUSH BAY NSW 2127  
Fax No.: (02) 8741 5550

### The Council

To: The General Manager  
Tweed Shire Council  
Address: PO Box 816, Murwillumbah, 2484.  
Fax No.: 02 66702425

- 20.2 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.
- 20.3 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.

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## **2. 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

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## **2. 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.

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## **2. Legal Costs**

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

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## **2. 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.

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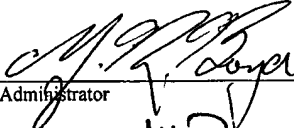
## **2. Severability**

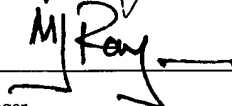
In the event that part of all of any clause of this Agreement is held to be illegal or unenforceable it will be severed from this Agreement and it will not effect the continued operation of the remaining provisions of this Agreement

Signed as an agreement.

The Common Seal of Tweed Shire Council was affixed in pursuance of a resolution passed by the Council on the 26 day of September 2006 ~~2003~~ in the presence of:



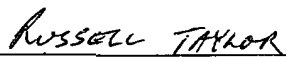
  
Administrator

  
General Manager

  
Signature

Signed by  
Rob Rogers AFSM  
Acting Commissioner, NSW Rural Fire Service  
in the presence of:

  
Signature of Witness

  
Name of Witness in full

Annexure A

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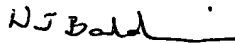
**Instrument of Delegation  
TWEED DISTRICT**

I, **Mike Rayner** General Manager of **Tweed Shire Council**, pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) **HEREBY DELEGATE** to the Fire Control Officer, **the authority to sign all correspondence on behalf of Council pertaining to emergency service matters, sign Council's official orders and authorise cheque requisitions with funds allocated within the budget.** Such delegation to take effect from **31 October 2006** and to continue until **31 October 2009**.

Signed by **Mike Rayner** this **15** day of **October 2006**  
in the presence of:



Signature



Signature of Witness

**Neil John Baldwin J.P.**

Name of Witness in full



## SCHEDULE 1

### Part 1

The functions imposed on the Councils in.

- (a) sections:  
7, 12A, 15, 17, 18, 37(3), 60(2), 60(6), 62, 63, 64, 65, 74C(3),  
74G(2), 74H(5), 76, 77, 79, 95, 83(1)(a), 100E(2)(b) & (c), 100G,  
100H, 104, 109, 110, 119 (save clause 5), 120 and 126; and
- (b) regulations:  
15(a), 33 and 38

### Part 2

The Councils will.

- (a) deliver a written report to the Commissioner setting out the information specified in sub-sections.
  - (i) where it has taken any action of the sort described in section 74(2) independently of the Service, 74 (2) (a)-(g) inclusive, and
  - (ii) where Councils or any one of them has carried out any activities to reduce bush fire hazards on managed land independently of the Service, 74(3)of the Act within one month of the end of the Financial Year;
- (b) deliver to the Commissioner any bush fire hazard complaint they receive within five (5) business days of its receipt,
- (c) investigate any complaints they may receive (from any source) and, if they consider it appropriate, commence proceedings in relation to any breach of the provisions of the *Environmental Planning and Assessment Act, 1997* (NSW), arising out of an alleged failure to carry out bush fire hazard reduction work in accordance with sub-section 100C(3) of the Act;
- (d) upon request, provide the Service 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
Bird/ bat colonies	GIS layer or hard copy map if available
Rainforest / Wetland locations other than SEPP 26 & SEPP 14	GIS layer or hard copy map if available
SEPP 14 wetlands	GIS layer if available and hard copy map, where these exist within the LGA
SEPP 26 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 effected 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

The Service is prepared to enter into licence agreements for datasets where appropriate

#### Data Format

When Councils send GIS data to the Service the data should be in accordance with the following:

- (i) data should be in ArcView shape, MapInfo mid/mif or MapInfo tab format; and
- (ii) the data must include all attached files that are required for display and storage of the data. Eg MapInfo tab file including tab/.dat/ id/.map/.ind.

The mechanisms for delivering GIS datasets to the Service are as follows.

All map data must be sent to the NSW Rural Fire Service GIS Services Unit

Files sent electronically may be emailed to [gis@rfs.nsw.gov.au](mailto:gis@rfs.nsw.gov.au)

Files sent electronically (i.e. Email) must have all files saved into WinZip files and attached to the email. Each WinZip file will include all applicable files

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Files sent by post should be addressed to: -

The Commissioner  
NSW Rural Fire Service  
GIS Services Unit  
Locked Mail Bag 17,  
Granville NSW 2142

Files may be sent to the Service via normal postal service. Files sent in this way must be copied to a standard Compact Disk (CD) The CD must be posted in a package that has been specifically designed for CD postage. CD's should be a closed session and written for standard CD reader access,

(e) upon request, provide the Service 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 will be required when the Service is to undertake assessments of individual applications. Where requested this information must be provided by the Council within 2 working days.; and

(f) carry out the obligations in clauses 5 to 11 inclusive of this Agreement

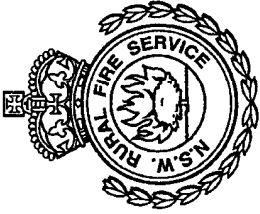


## SCHEDULE 2

Identifies the premises that the Commissioner will occupy and use in the execution of the SLA

### 1. Identification of Premises

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identifier)
Bilambil Brigade Station	Lot 1 Snowgum Dr. Bilambil Heights, NSW 2486	Tweed Shire	Lot 1 DP 596255
Burringbar Brigade Station	The Broadway, Burringbar, NSW 2484	State Rail Authority	Rail Lease Number AGT No T74.562
Chillingham Brigade Station	Numinbah Rd, Chillingham NSW 2484	Tweed Shire	Lot 29, DP 250242 – Parish of Chillingham
Cudgen Brigade Station	152 Old Bogangar Rd, Cudgen NSW 2487	Mark Eglington	Lot 19 DP 870041
Kunghur Brigade Station	Condong Street, Kunghur NSW 2484	Tweed Shire	Lot 1 Section 10 Condong Street, Kunghur
Murwillumbah Brigade Station	Kyogle Road, Murwillumbah NSW 2484	Tweed Shire	Lot 1, DP 1092091
Tweed Coast Brigade Station	Coronation Avenue Pottsville NSW 2489	Tweed Shire	Portion 411 Reserve 74906
Tyalgum Brigade Station	6 Coolamon Street Tyalgum NSW 2484	Tweed Shire	Lot 1 DP 228337
Uki Brigade Station	Mitchell Street Uki NSW 2484	Tweed Shire	Lot A DP 936275
Tweed Fire Control and Training Centre	Wardrop Valley Rd, Murwillumbah NSW 2484	Tweed Shire	Lots 10 and 1 Wardrop Valley Road DP 282 745



**SERVICE DELIVERY MODEL**  
**District Business Planning**

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**SERVICE AGREEMENT - SCHEDULE 3**  
**FAR NORTH COAST TEAM**

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM

DATE: 10/04/2006

Implementation Year: 2006-2007

KEY RESULT AREA: Community Safety

**KEY STRATEGIES: 2.1**

Reduce the likelihood and severity of uncontrolled fires by regulating the community's use of fire and by introducing a range of community based incident prevention and mitigation campaigns and programs.

**KEY PERFORMANCE INDICATOR(S):** [Indicative only for first year]

- Reduced annual number of property damage or loss caused by fire
- Reduced number of deaths attributed to fire
- Reduced number of injuries attributed to fire
- Reduced annual average area of uncontrolled fires
- Reduce median cost of fire damage
- Percentage of managed lands with fire frequency as per bush fire risk management plan
- Number of reported fire incidents per 100,000 persons.

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
CS1 111	2 1 6	Conduct or support hazard reduction burns in accordance with Bush Fire Risk Management Plan.	HR burns conducted in accordance with BFRMP.	Ongoing as per plan % planned HRs completed and reported by August		Ongoing as per plan
CS1 124	2 1 7	Develop and maintain a register to identify communities/areas with completed Bush Firewise programs	Register established and accurate audit BRIMS accurate by audit.	Annual audit, July		Ongoing
CS1 135	2 1 8	Encourage owners of properties in high bushfire risk areas as identified by the BFRMP to upgrade and improve bushfire preparedness of existing buildings	Number of initiatives implemented. Increased number of Community based programs conducted in bush fire prone areas	Increasing trend 5% per annum Provide advice on request.		Ongoing
CS1 217	2 1 15	Inspect properties on request to aid in the ascertain of whether a Section 74f notice should be issued	Properties inspected on request Recommendations forwarded.	100% within 10 days of request		Ongoing
CS1.22	2 1 1	Monitor Local conditions and determine whether the Local bush fire danger period should be altered from the general bush fire danger period	Review complete and recommendations made.	Recommendations made for the commencement and termination of danger period. September and March		Twice per year
CS1 243	2 1 2	Ensure there are adequate numbers of suitable qualified permit issuing officers to meet community requirements	Number and location of permit issuing officers meet usual local community requirements	100% of permits issued within 72hrs of request.		Within Bush fire Danger Period
CS1 256	2 1 11	In accordance with BFRMP, inspect properties to ascertain whether a Section 66 notice should be issued	Properties inspected when required Hazard Complaints acted on within ten working day's days of notification	100% 100%		Ongoing
CS1 328	2 1 16	Coordinate the planning, appropriate location and type of fire trails in accordance with the BFRMP and Section 52 Operations plans	Fire Trails developed and maintained as per BFRMP and Operations plans	100% as at June each year		Ongoing
CS1 339	2 1 18	Prepare and implement a District Community Education Strategy in line with Service standards and the ESDM application	Com Ed Strategies Submitted % of programs/actions achieved annually	September 30th 90% of programs achieved		Annually
CS1 3410	2 1 18	Audit District education resources in line with Service Standards	Audit Conducted	Completed June		Annually

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Community Safety

**KEY STRATEGIES: 2.1**

Reduce the likelihood and severity of uncontrolled fires by regulating the community's use of fire and by introducing a range of community based incident prevention and mitigation campaigns and programs

**KEY PERFORMANCE INDICATOR(S):**

- Reduced annual number of property damage or loss caused by fire [Indicative only for first year]
- Reduced number of deaths attributed to fire
- Reduced number of injuries attributed to fire
- Reduced annual average area of uncontrolled fires
- Reduce median cost of fire damage
- Percentage of managed lands with fire frequency as per bush fire risk management plan.
- Number of reported fire incidents per 100,000 persons

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
CS1 3511	2.1.19	Establish Community Firewise Groups in areas of potential bushfire impact	Maintained as per Com Ed strategy	80% of planned programs completed by 31st August		Annually
CS1 3712	2.1.21	Implement and maintain a Community Fireguard for Kids program in areas of potential bushfire impact	Number of participants, participation rates and the number of practicing facilitators	Increasing trends as indicated by annual Community Education Audit/statuey		Annually
CS1 3813	2.1.22	Maintain the program of school visits or school expo's to promote fire education amongst school students	Number of school visits and or expo's Monitored by annual audit.	Increasing trends		annually
CS1.5014	2.1.35	Provide specialist training to other agencies and community groups on request. Eg BRIMS, Environmental Code, Planning for Bushfire Protection etc	Training sessions conducted	As required or requested		Ongoing

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Community Safety

**KEY STRATEGIES: 2.2**

Assist in the prevention of fires through developing, implementing and maintaining a comprehensive fire investigation, analysis and research capability

**KEY PERFORMANCE INDICATOR(S):** [indicative only for first year]  
 Increasing number of suspicious fires investigated.  
 Reduced number of suspicious fires

Reference No.	Strat. Plan	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
CS 135	2.2.4	Manage the Data Base and LAN requirements of the Team in accordance with Service Policies.	Efficient functioning of IT Infrastructure including LAN and Data Base Systems	Effective Liaison with Head Office and Team Officers		Ongoing
			Manage Fire Mapping in the Team			
				100% offires over 1Ha in size.		
CS2 241	2.2.3	Request investigation of fires that do not have an obvious cause or are of suspicious nature	% Of suspicious fires notified	100% notified		Ongoing



**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Community Safety

KEY STRATEGIES: 2.3  
 Improve the management of bushfire risk and the performance of fire operations by monitoring the process and implementing enhancements to District/Zone Bush Fire Risk Management Plans and Plans of Operations

KEY PERFORMANCE INDICATOR(S):  
 Improved effectiveness of Plans of Operations during firefighting operations  
 Improved level of management of bushfire risk.

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
CS3 401	2 3 2	Maintain reporting and recording of District Hazard Management activities	Ensure all data entries for each month are entered into Brms Submissions for hazard reductions submitted Ensure information is available to report on hazard reduction proposals Provide reports on Section 74 advice to region	within Five working days of end of month. August annually. August annually		Ongoing
..... Continuing as requested						

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Community Safety

KEY STRATEGIES: 2.4      KEY PERFORMANCE INDICATOR(S): [Indicative only for first year]  
 Reduce the impact of bush fires on the community through a consistent and equitable planning and development control process      Reduced annual average levels of property damage caused by bushfires.

Reference No.	Strat. Plan Ref. No	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
CS4 201	2.4.2	Assess DA's when required	Assessment in accordance with Section 79 of EP&A Act Provide advice to Planning and Environmental services within Section 100 & 96 of the EP&A ACT	Assess, record and provide information within 14 days of receipt Monitored by audit		Ongoing

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Learning and Development

KEY STRATEGIES: 3.1

Satisfy the current and future needs of the Service and other agencies by maintaining and expanding the competencies of both operational and non-operational personnel

Reference Strat. Plan No.      Proposed Programs or Actions      Performance Indicators      Current Target      Performance      Responsible Person      Timeframe

Reference No.	Strat. Plan No.	Proposed Programs or Actions	Performance Indicators	Current Target	Performance	Responsible Person	Timeframe
LD3 101	3 1.1	Undertake regular joint training activities in accordance with multi agency arrangements	Joint training exercises held as per plans and MAA (As per JSSC Policy No 1)	Activities held at least annually	Ongoing		Ongoing
LD3 102	3 1.12	Conduct briefings and other training where changes have been implemented in Service Standards and/or SOPs	Regular briefings conducted	100% with plan	Ongoing		Ongoing
LD3 103	3 1.2	Identify training requirements in new or unique hazards, procedures or equipment	Training requirement identified	At least annually, but as required.	ongoing		ongoing
LD3 104	3 1.3	Implement RPL processes in the Districts in accordance with training SOP 4 1	Training implemented within 12 months of identification	implemented within timeframe	annually		annually
LD3 105	3 1.4	Develop and maintain a Zone/District Training Team in accordance with Training SOP 1 3, including brigade Training Officers	% of candidates with competencies recognised by this process Training Officers appointed and active. Training Officers appointed in every Brigade. Regular Training Team meetings	100% recognised All District and Zone All Brigades	Ongoing		Ongoing
LD3 106	3 1.5	Develop local training plan in accordance with Service standards and SOP 1 3	Training Plan developed and submitted by due date	At least every 4 months	Annually.		Annually.
LD3 107	3 1.6	Promote, provide and implement training programs and assessment to all levels and for specialist requirements in accordance with Training SOP 1 3	Training implemented in accordance with plan targets % of active firefighters accredited to Bush Fire Fighter level.	100%	Ongoing		Ongoing
LD3 108	3 1.7	Define prerequisites for appointments and functions within the Team in accordance with SOPs	% of members assessed as competent to levels recommended by the Service for their specific function	100%	Ongoing		Ongoing
LD3 109	3 1.8	Promote training in the Team in accordance with Sop 1.3	% of members with access to training calendar and proposed training sessions/events	100%	Ongoing		Ongoing

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Learning and Development

**KEY STRATEGIES: 3.1**  
Satisfy the current and future needs of the Service and other agencies by maintaining and expanding the competences of both operational and non-operational personnel

**KEY PERFORMANCE INDICATORS:** [Indicative only for first year]  
Percentage of operational personnel possessing the competences required by the Service  
Percentage of non-operational personnel possessing the competences required by the Service

Reference No.	Strat Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
LD3-110	3.1.9	Provide Training facilities in accordance with training SOP 1.3 Section 7	Booking System operating and running productively for training facilities across all Districts in the Team Access to training calendar	Performance of booking system and facilities reviewed through Training committee meetings 100% volunteer access to calendar.		On going
LD3-111	3.1.10	Plan for, obtain and provide training materials to satisfy district/Zone training programs as per SOP 1.3	% training materials that are available and supplied to trainees on a permanent basis	100%		Continuous/ongoing
LD3-112	3.1.11	Provide training to brigade officers and staff to assist in implementation of their health, safety and welfare responsibilities	Training provided	As required		Ongoing
LD3-113	3.1.22	Provide specialist training and/or facilities to other agencies and community groups on request	Number and severity of safety related incidents Training sessions conducted.	Demonstrated decreasing trends When required		Ongoing
LD3-114	3.2.1	Record Training and associated activities in accordance with Training SOP's	Training recorded and to be included in the State Training Register	By October		Annually

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM

DATE: 10/04/2006

Implementation Year: 2006-2007

KEY RESULT AREA: Management

KEY STRATEGIES: 1.1

Support the provision of an efficient and effective fire and emergency service through the implementation and continuous improvement of Service planning, resourcing, management, work practices, monitoring and reporting systems

KEY PERFORMANCE INDICATOR(S):  
Expenditure within predicted budget. [indicative only for first year]  
Improvement in Guided Self Assessment outcomes  
Improvements in external scan results

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
M1 101	1 1 1	Ensure a record of brigades and any groups of brigades under the District's jurisdiction and the territory of each of the brigades or any groups of brigades	Register developed and current. Annual audit confirms accuracy of data provided	100% compliance Audit.		Ongoing Annually/ August
M1 102	1.1 9	Conduct the annual Service Delivery Modal process.	Completed by September each year	Sept 30th Annually		Ongoing
M1 103	1 1 3	Provide assistance to support the delegated executive officer of the BFMC in the preparation, monitoring and reviewing the Bush Fire Risk Management Plan	Risk Management Plan current and approved by the Bush Fire Coordinating Committee Section 52 ops plan approved within time frames. All details maintained and current All officers in the team briefed on operations plan Supervise provision of reports regarding performance against targets in BFMC plans	To be reviewed every 5 years within each District. Approved every two years Pre season briefings As requested by head office		Ongoing Annually Ongoing
M1 104	1.1 2	Ensure a District membership register is maintained and that all relevant information is identified and collected, and that it is available to anyone who has a right to access it.	Register developed and current Audit conducted	100% compliance Annually.		Ongoing
M1.105	1 1 17	Ensure that all brigades have access to current copies of the Service Standards and relevant SOPs. Provided through Brigade Management Officers	Updated register from brigades received from Brigade Management Officer.	30th June		annually
M1 106	1.1 24	Implement ongoing asset (including vehicles, stations and major items of equipment) replacement schedule	All Brigades have appropriate access	100% access required		Ongoing
M1 107	1 1.3	Appoint officers to brigades upon receiving advice as to the outcome of officer elections. Ensure appointed officers are authorised to enter premises as per Service standards	External Audit by HO indicates member awareness of Service Standards and there location All Districts in team have an asset replacement schedule Appointments made within specified timeframe Authorisations approved	At least 90% 100% Within 7 days of election.		Ongoing Ongoing

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Management

KEY STRATEGIES: 1.1 Support the provision of an efficient and effective fire and emergency service through the implementation and continuous improvement of Service planning, resourcing, management, work practices, monitoring and reporting systems

KEY PERFORMANCE INDICATOR(S): [Indicative only for first year]  
Expenditure within predicted budget  
Improvement in Guided Self Assessment outcomes.  
Improvements in external scan results.

Reference No.	Strat. Plan	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
M1 109	1.1.4	Maintain and undertake procedures for the election of Group Officers and determine the eligibility criteria for the nomination of candidates	Elections in accordance with Service Standard 2.2.2	Elections held every 3 years		Ongoing
M1 110	1.1.10	Revise and update Local Government Service Agreement Schedules	Method of election, competency criteria and frequency of election maintained All Local Government Areas Approve annual update	100% June		Annually
M1 112	1.1.26	Ensure implementation and maintenance of brigade membership requirements and procedures	All new membership applications and transfers comply with policy	100%		Ongoing
M1 113	1.1.33	Ensure all brigades have approved constitutions in accordance with Service Standard 2.1.2	Number of brigades with approved constitutions	100%		Ongoing
M1 114	1.1.36	Review the operational requirements of each Brigade to ensure their Stations are of sufficient standard, adequate maintenance and appropriate location.	Standard of stations meet Service Standards Review, in accordance with the framework, the standards and maintenance of existing stations	100% Annually beginning December 05		Ongoing Annually
M1 115	1.1.34	Ensure the maintenance of a Team Inventory Control System and that annual stock audits and ordering are undertaken	Stock replacement program maintained and evaluated Sufficient stock to meet Team operational needs.	Program maintained and evaluated annually.		Annually
M1 116	1.1.36	Review the territory of Brigades including the formation of brigades and disbanding of excess brigades in accordance with the SDM/SOFC process and Operational planning	Reviews conducted through the SDM process	Annual review and implementation of outcomes		Annually
M1 117	1.1.11	Implement outcomes of Service Delivery Model and provide quarterly reports of progress	6 Monthly reports prepared for Districts within the Team.	Reports prepared		Ongoing
M1 118	1.1.5	Ensure the maintenance of office documentation Systems to ensure storage, recording and retrieval are undertaken in accordance with statutory requirements	Compliance with statutory requirements Information retrieved when required	100%		Ongoing

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Management

**KEY STRATEGIES:** 1.1 Support the provision of an efficient and effective fire and emergency service through the implementation and continuous improvement of Service planning, resourcing, management, work practices, monitoring and reporting systems

Reference Strat. Plan Proposed Programs or Actions      Performance Indicators      Current Target Performance      Responsible Person      Timesframe

M1119	1 1.28	Ensure written correspondence is responded to promptly	Written correspondence and e-mails dealt with within specified maximum time frames. Document tracking system fully maintained	within 21 days June 2004	Ongoing
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**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Management

**KEY STRATEGIES:** 1.5  
Support delivery of the Service's business and operational outcomes by having the required number of competent personnel working in an appropriate organisational structure, and in a safe and productive working environment

**KEY PERFORMANCE INDICATOR(S):** (Indicative only for first year)  
Improving trend of personnel competency matching identified position or task requirements  
Percentage of positions vacant at any time  
Reducing trend of unplanned absences  
Reducing trend in staff turnover

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
M5 101	1 5 2	Ensure the implementation of Service standard Requirements in relation to health safety and welfare are maintained	Relevant Service Standards Implemented. Appropriate member consultation concerning Service health and safety occurs through the services H&S consultative and management system identification, mitigation, or removal of hazard occurs as a result of ongoing risk assessment of Service activities. H&S plan developed and implemented Audit confirmation of implementation	June 2006 Minimum Quarterly meetings September September Annual Audit		Ongoing after implementation Ongoing Annually Annually



**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM      DATE: 10/04/2006      Implementation Year: 2006-2007

KEY RESULT AREA: Management

KEY STRATEGIES: 1.6  
 Support volunteers in performing their Service roles by enhancing and engendering a culture that provides an environment that recognises the vital contribution of the volunteers

KEY PERFORMANCE INDICATOR(S): [Indicative only for first year]  
 Volunteers consulted and influence all significant initiatives that may affect them  
 Increasing level of volunteer satisfaction with the timeliness and response to issues raised by them  
 Service Standards and SOPs are subject to review with volunteers.

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current	Target Performance	Responsible Person	Timeframe
M6 101	1 6 1	Ensure consultation between District staff and volunteers through brigade meetings, Captains Meetings and other forums	Number of Group Captains and Captains meetings held		Minimum of two each per annum		Ongoing

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM

DATE: 10/04/2006

Implementation Year: 2006-2007

KEY RESULT AREA: Operations

KEY STRATEGIES: 4.1  
 Improve the effectiveness and efficiency of operational management by establishing, maintaining and improving a standardised incident response and management infrastructure

KEY PERFORMANCE INDICATOR(S): [Indicative only for first year]  
 Reduction in property losses  
 Reduction in loss of life to the public and firefighters  
 Reduction in injury to the public and firefighters

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
O4 106	4 1 6	Develop and maintain a disaster recovery and business continuity management system for communications	System developed throughout all Districts in the team.	July 2005 implementation begun		Ongoing
O4 101	4 1 1	Maintain a safe, effective and efficient response capability to respond to all fire and other emergency calls in accordance with the Service Standards within the Rural Fire Districts within the Team	% of Brigade Response times in accordance with the Service Standards. SOFC updated.	100% within Standards		Ongoing
O4 102	4 1 3	Maintain a dedicated 24hr contact system for the receipt of fire and related incident calls and response of brigades	All incident calls answered within established target time  District 24 hr contact system maintained and approved	Annual review and updates May All incidents calls answered within 4 minutes 24 hours contact and dispatch system approved by ACO		Annually Ongoing
O4 103	4 1 8	Develop and maintain a catering provision for District personnel engaged in operational activities	% of calls that are received and actioned Field personnel adequately catered for during operations that extend or likely to extend in excess of 4 hours duration	100% of calls		Ongoing
O4 104	4 1 11	Maintain a resource schedule for availability to deploy to other areas of the State for major firefighting and emergency operations	Schedule developed and regularly reviewed resources available within defined response time	100% of time	Review annually by August	Ongoing
O4 105	4 1 5	Maintain systems to ensure senior local volunteers are nominated for membership of s44 Incident Management Teams within the Districts in the Team	List of nominees current and tested processes established	August Annually		Ongoing
O4 107	4 1 1	Maintain the FCC's in a state of readiness	FCC meets requirements by annual audit June	100%		Audit annually
O4 108	1 1 21	Maintain an accurate system for the recording of all incidents	Register developed and current using "Firezone". % of incidents advised within acceptable timeframes Audit confirms accuracy	FIRS reports validated weekly 100%		Ongoing
				March		Annually

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM

Implementation Year: 2006-2007

DATE: 10/04/2006

KEY RESULT AREA: Operations

**KEY STRATEGIES: 4.2**  
 Enhance the efficiency and effectiveness of operations with other agencies by developing, implementing and improving response and operational protocols for all emergency incidents

**KEY PERFORMANCE INDICATOR(S):** [Indicative only for first year]  
 90th percentile response time  
 Reduction in property losses  
 Reduction in loss of life to the public and fire fighters  
 Reduction in injury to the public and fire fighters

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
O4 201	4 1 1	Maintain liaison and plans with LEMC to obtain support for the District when required during fire emergencies	Plans reviewed at least annually. Information current and accurate at all times.	Annual review 100%		Ongoing
O4 202	4 2 1	Review Fire District and Rural Fire District boundaries and jurisdictions	Regular review of boundaries completed and adjustments made.	Annual review, May		Ongoing
O4 203	4 2 2	Review and implement response arrangements with NSWFB in accordance with MOU and MAA	Local MAAs in place and reviewed as per FSJSC requirements by due date	May		Annually
O4 205	4 2 3	Develop, review and audit local pre-incident plans and procedures in consultation with all identified stakeholders	Section S2 plans of operation reviewed. Information current. Audit program developed and implemented	Every two years 100% compliant by audit		Ongoing Annually Annually
O4 206	4 2 6	Maintain a formal MOU to assist SES with operational incidents.	MOU developed to guide SES support in RFS operations and joint operations by the due date	September, August		Annually Annually

**PROPOSED SERVICE AGREEMENT - SCHEDULE 3**

DISTRICT / TEAM / ZONE: FAR NORTH COAST TEAM

DATE: 10/04/2006

Implementation Year: 2006-2007

KEY RESULT AREA: Operations

KEY STRATEGIES: 4.4  
 Brigades by developing, deploying and maintaining appropriate firefighting equipment.

KEY PERFORMANCE INDICATOR(S):  
 Reduction in average damage cost caused by fires  
 Reduction of unavailability caused by equipment failures  
 [Indicative only for first year]

Reference No.	Strat. Plan Ref. No.	Proposed Programs or Actions	Performance Indicators	Current Target Performance	Responsible Person	Timeframe
O4 401	4 4 1	Issue and record the issue of appropriate PPE in accordance with the relevant Service Standards	Required PPE issued within specified time frames	100% Issued within 7 days of request, per Team protocols.		Ongoing
O4 402	4 4 2	Inspect, or cause to be inspected, all firefighting apparatus in the District other than the firefighting apparatus under the control or authority responsible for managed land	Regular inspection undertaken Results of inspections recorded	June 100%		Annually
O4.403	4 4 4	Ensure that all equipment listed in Schedule 4 of the service Agreement will be maintained in a serviceable condition in accordance with the Service Standards	Asset Management Plan and maintenance schedules maintained for all major plant and equipment. % of equipment maintained within specified time frames	June 100% of time		annually Ongoing



**Portable Pumps in Schedule 4 of the Service Level Agreement Between  
TWEED and the Commissioner of the NSW Rural Fire Service**

Code	Brigade	Make	Model	Serial No	Person Allocated	Vehicle Allocated	Purchased
AT	TWEED FCC						
AT	12000	Honda	5.5	GC02-3306545	Central Store		31/12/1999
AT	12001	Honda	GX160	GC02-2133525	Alan Frew	Blambill 7	31/08/1990
AT	12002	Honda 5HP	GX140	3118447	Frank Zambelli	Burringbar 7	31/01/2000
AT	12002	Honda Onga	GX160	GC-5068493	Frank Zambelli	Burringbar1	31/01/2000
AT	12002	Robin	Porta Pump	0609298	Frank Zambelli	Burringbar 9	31/12/2000
AT	12003	Briggs and Stratton	8HP	EY20DS	Jim Rosolen	Chillingham 9	31/01/1982
AT	12003	Robin	0710796	PTG 60600301	Jim Rosolen	Chillingham 7	31/01/1997
AT	12004	Honda	Davey	GC022603871	Mark Eglington	Cudgen 7	30/09/1992
AT	12005	Robin	Unknown	0318998	Ron Duckworth	Kunghur 7	31/10/1997
AT	12006	Honda	Davey	MUR 001	Darryl Byme	Murwillumbah 1	31/12/2000
AT	12006	Robin	25mm	0609297	Darryl Byme	Murwillumbah 7	31/01/2000
AT	12007	Honda	Davey	GCO22256742	Ray Hart	Tweed Coast 1	28/02/1990
AT	12007	Robin	Fast Fill	PTG10600301	Ray Hart	Tweed Coast 7	31/08/1993
AT	12008	Honda	Davey	DC02-5510768	Gary Gallard	Tyalgum 2	30/04/1999
AT	12008	Robin	Fast Fill	PTG10700350	Gary Gallard	Tyalgum 9	30/11/1985
AT	12009	Robin	Unknown	PTG10700350	Darryl Harding	Uki 7	31/10/1997

**Tanker Pumps in Schedule 4 of the Service Level Agreement Between  
TWEED and the Commissioner of the NSW Rural Fire Service**



Code	Brigade	Make	Model	Serial No	Vehicle Allocation	Personal Allocation	Purchased
AT	12001	King	Unknown	89462	Bilambil 9		31/01/2000
AT	12001	Ruggerni Single Cylinder	UNKNOW	UNKNOW	Bilambil 7		1/06/2001
AT	12002	Briggs & Stratton	16HP	326437	Burningbar 1		31/01/1981
AT	12002	Ruggerni	UNKNOW	UNKNOW	Burningbar 7		1/06/2001
AT	12003	Aussie	Unknown	Unknown	Chillingham 9		31/01/1982
AT	12003	Gaam	BFC 7060	3420-3/96	Chillingham 7		31/01/1987
AT	12004	2 Cyl Ruggerni and Gaam	UNKNOW	UNKNOW	Cudgen 7		1/06/2001
AT	12005	Briggs and Stratton	8HP	K27898	Kunghur 9		31/12/1982
AT	12005	Gaam	BFC 7060	4607 10-97	Kunghur 7		31/10/1997
AT	12006	AGIP	High Speed Centrifugal	605630	Murwillumbah 1		31/05/1984
AT	12006	Gaam & Halz	RFS 705510	5828	Murwillumbah 7		31/01/2000
AT	12007	Gaam	BFC7080	Unknown	Tweed Coast 7		30/08/1993
AT	12007	Ruggerni	BFO004	D545	Tweed Coast 1		28/02/1990
AT	12008	Briggs and Stratton	16HP	Unknown	Tyalgum 9		30/11/1985
AT	12008	Gaam	BFC 7070	5208	Tyalgum 2		30/04/1999
AT	12009	16HP Briggs and Stratton	8100L1	326131-0399-01	Uki 9		31/12/1977
AT	12009	Halz	BFC7060	4612	Uki 7		31/10/1987



**Chainsaws in Schedule 4 of the Service Level Agreement Between  
TWEED and the Commissioner of the NSW Rural Fire Service**

Code	Brigade	Make	Model	Serial No	Person Allocated	Vehicle Allocated	Purchased
AT	TWEED FCC						
AT	12000	HUSKVANA	24INCH	UNKNOWN			1/01/2001
AT	12000	HUSKVANA	24INCH	UNKNOWN			1/01/2001
AT	12002	McCullough	Pro Mac 850	Bur9	Frank Zambelli	Burrngbar 9	31/12/2000
AT	12002	Sthl	036	Bur7	Frank Zambelli	Burrngbar 7	31/07/1991
AT	12002	Sthl	036	Bur7	Frank Zambelli	Burrngbar 7	31/01/2000
AT	12003	McCulloch	Unknown	5154287	Jim Rosolen	Chillingham 9	31/01/1982
AT	12003	Promac	800	Unknown	Jim Rosolen	Chillingham 7	31/01/1982
AT	12005	Sthl	036	Kun 9	Ron Duckworth	Kunghur 9	31/12/2000
AT	12006	McCulloch	Promac 800	Mur 1	Darryl Byrne	Murwillumbah 1	31/01/2000
AT	12006	Sthl	038	Mur7	Darryl Byrne	Murwillumbah 7	31/01/2000
AT	12007	McCullough	Promac 800	Unknown	Ray Hart	Tweed Coast 1	28/02/1990
AT	12009	Oldmac	Unknown	Unknown	Darryl Harding	Uki 7	30/10/1990

**Generators in Schedule 4 of the Service Level Agreement Between  
TWEED and the Commissioner of the NSW Rural Fire Service**



Code	Brigade	Make	Model	Serial No	Person Allocated	Vehicle Allocated	Purchased
AT	TWEED	FCC					
AT	12002	Yamaha	EF2600	400225	Frank Zambelli	Burnngbar 7	31/01/2000



**Support Vehicles in Schedule 4 of the Service Level Agreement Between  
TWEED and the Commissioner of the NSW Rural Fire Service**



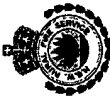
Code	Brigade	Resource Type	Name	BFO	Allocated To	Cost	Insp.Label No	Insp. Rpt No	Label Fitted	Insp. Due	Inservice
AT	TWEED	FCC									
AT	12000	COMMAND VEHICLES	GROUP CAPTAIN 1	0498							
AT	12000	COMMAND VEHICLES	TWEED 16 A	0421							
AT	12000	COMMAND VEHICLES	TWEED 16 B	0415							
AT	12000	DISTRICT	TWEED 16	9764							
AT	12000	FCO	TWEED 15	9765							



**Tankers in Schedule 4 of the Service Level Agreement Between  
TWEED and the Commissioner of the NSW Rural Fire Service**

Code	Brigade	Resource Type	Name	BFO	Allocated To	Cost	Insp.Label No	Insp. Rpt No	Label Fitted	Insp. Due	Inservice
AT	TWEED	FCC									
AT	12002	CAT 1 FD HEAVY AWD 3-4KL	BURRINGBAR 1A	5397							
AT	12006	CAT 1 FD HEAVY AWD 3-4KL	MURWILLUMBAH 1	1100							
AT	12007	CAT 1 FD HEAVY AWD 3-4KL	TWEED COAST 1	1931	not entered	not entered				AX5247569	
AT	12007	CAT 1 V0 HEAVY AWD 3-4KL	TWEED COAST 1B	0976							
AT	12004	CAT 11 B URBAN AWD 1 6L+S	CUDGEN 11	3421							
AT	12008	CAT 2 FD MEDIUM AWD 1 6-3KL	TYALGUM 2	2235							
AT	12001	CAT 7 FD LIGHT AWD 8-1 6KL	BILAMBIL 7	8840							
AT	12002	CAT 7 FD LIGHT AWD 8-1 6KL	BURRINGBAR 7	4688							
AT	12003	CAT 7 FD LIGHT AWD 8-1 6KL	CHILLINGHAM 7	7686		80000.00					
AT	12004	CAT 7 FD LIGHT AWD 8-1 6KL	CUDGEN 7	8875							
AT	12005	CAT 7 FS LIGHT AWD 8-1 6KL	KUNGHUR 7	8435		60000.00					
AT	12006	CAT 7 FS LIGHT AWD 8-1 6KL	MURWILLUMBAH 7	3879		82000.00					
AT	12007	CAT 7 FS LIGHT AWD 8-1 6KL	TWEED COAST 7	4093		71000.00					
AT	12009	CAT 7 FS LIGHT AWD 8-1 6KL	UKI CAT 7	8436		80000.00					
AT	12001	CAT 9 D MOP UP AWD 8-1 6KL	BILAMBIL 9	3957		59390.00					
AT	12008	CAT 9 D MOP UP AWD 8-1 6KL	TYALGUM 9	1987		25000.00					
AT	12002	CAT 9 S MOP UP AWD 8-1 6KL	BURRINGBAR 9	1992		9000.00					
AT	12003	CAT 9 S MOP UP AWD 8-1 6KL	CHILLINGHAM 9	1996		6000.00					

Code	Brigade	Resource Type	Name	BFO	Allocated To	Cost	Insp_Label No	Insp_Rpt No	Label Fitted	Insp. Due	Inservice
AT	12005	CAT 9 S MOP UP AWD 8- 1 6KL	KUNGHUR 9	1995		17000 00					
AT	12009	CAT 9 S MOP UP AWD 8- 1 6KL	UKI 9	1994		6000 00					



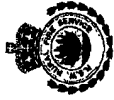
# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date 22/09/2006

Total Number Primary Radios: 77

Code	Brigade	Make	Model	Serial No	GRNid	Allocation	Allocated To	Purchased	Age	Status	Primary?
AT	12000	ICOM	OTHER	4593		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	ICOM	OTHER	8301045		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	ICOM	OTHER	8301069		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	ICOM	OTHER	8301084		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	ORCA-5020	14279590		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	ORCA-5020	14280742		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	17245476		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	17245485		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	286707		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	342594		Location	12000 TWEED FCC		6 - 10 years	Not In Service	Yes
AT	12000	TAIT	T2020	679168		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	709568		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	709999		Location	12000 TWEED FCC		6 - 10 years	In Service	Yes
AT	12000	ICOM	OTHER	8301085		Person/Position	Bob Wilcox		6 - 10 years	In Service	Yes
AT	12000	ICOM	IC-FAGS2	8601302		Person/Position	Comms Room		6 - 10 years	In Service	Yes
AT	12000	ICOM	IC-FAGS2	860173		Person/Position	David Cook		6 - 10 years	In Service	Yes
AT	12000	MOTOROLA	MCS2000	6251W11286		Person/Position	David Cook		6 - 10 years	In Service	Yes
AT	12000	SIMOCO	SRM-9000	3MUVBX03280 RVP		Person/Position	David Cook		0 - 5 years	In Service	Yes
AT	12000	TAIT	T2020	286700		Person/Position	Deputy Group West		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2000	193089		Person/Position	FCO 4		6 - 10 years	In Service	Yes
AT	12000	ICOM	IC-FAGS2	8601174		Person/Position	Frank Zambelli		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	679186		Person/Position	Frank Zambelli		6 - 10 years	In Service	Yes
AT	12000	ICOM	IC-FAGS2	8601177		Person/Position	Keith Moss		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	17328968		Person/Position	Keith Moss		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	657038		Person/Position	Keith Moss		6 - 10 years	In Service	Yes
AT	12000	ICOM	IC-FAGS2	8601316		Person/Position	Laurence McCoy		6 - 10 years	In Service	Yes
AT	12000	MOTOROLA	MTS2000	466AZA0692		Person/Position	Laurence McCoy		6 - 10 years	In Service	Yes



# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date 22/8/2006

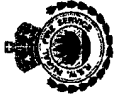


# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date: 22/08/2008

Code	Brigade	Make	Model	Serial No	GRNId	Allocation	Allocated To	Purchased	Age	Status	Primary?
AT	12000	ICOM	IC-F4GS2	8601176		Person/Position	Mark Eglington		6 - 10 years	In Service	Yes
AT	12008	ICOM	IC-F4GS2	8601308		Person/Position	Peter Conroy		6 - 10 years	In Service	Yes
AT	12000	ICOM	IC-F4GS2	101770		Person/Position	Team Manager		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	711270		Person/Position	Tweed Group		6 - 10 years	In Service	Yes
AT	12001	TAIT	ORCA-5020	14062364		Vehicle	Bilambil		6 - 10 years	In Service	Yes
AT	12001	TAIT	T2020	286696		Vehicle	Bilambil 7		6 - 10 years	In Service	Yes
AT	12001	TAIT	T2020	439184		Vehicle	Bilambil 7		6 - 10 years	In Service	Yes
AT	12001	ICOM	IC-F4GS2	4873		Vehicle	BILAMBIL 9		6 - 10 years	In Service	Yes
AT	12002	KENWOOD	TK-350	70700516		Vehicle	BURRINGBAR 1A		6 - 10 years	In Service	Yes
AT	12002	KENWOOD	TK-350	70700557		Vehicle	BURRINGBAR 1A		6 - 10 years	In Service	Yes
AT	12002	MOTOROLA	MCS2000	6231VG0138	718162	Vehicle	BURRINGBAR 1A		6 - 10 years	In Service	Yes
AT	12002	TAIT	ORCA-5020	14082174		Vehicle	BURRINGBAR 1A		6 - 10 years	In Service	Yes
AT	12002	KENWOOD	TK-350	70700517		Vehicle	BURRINGBAR 7		6 - 10 years	In Service	Yes
AT	12002	KENWOOD	TK-350	70700560		Vehicle	BURRINGBAR 7		6 - 10 years	In Service	Yes
AT	12002	TAIT	T2020	310788		Vehicle	BURRINGBAR 7		6 - 10 years	In Service	Yes
AT	12002	ICOM	IC-F4GS2	9620045		Vehicle	BURRINGBAR 9		6 - 10 years	In Service	Yes
AT	12002	KENWOOD	TK-350	70700513		Vehicle	BURRINGBAR 9		6 - 10 years	In Service	Yes
AT	12002	TAIT	T2020	286689		Vehicle	BURRINGBAR 9		6 - 10 years	In Service	Yes
AT	12003	KENWOOD	TK-350	70700592		Vehicle	CHILLINGHAM 7		6 - 10 years	In Service	Yes
AT	12003	TAIT	ORCA-5020	14064731		Vehicle	CHILLINGHAM 7		6 - 10 years	In Service	Yes
AT	12003	TAIT	T2020	310789		Vehicle	CHILLINGHAM 7		6 - 10 years	In Service	Yes
AT	12003	ICOM	IC-F4GS2	101109		Vehicle	CHILLINGHAM 7		6 - 10 years	In Service	Yes
AT	12003	KENWOOD	TK-350	502519		Vehicle	CHILLINGHAM 9		6 - 10 years	In Service	Yes
AT	12003	TAIT	T2020	286688		Vehicle	CHILLINGHAM 9		6 - 10 years	In Service	Yes
AT	12000	MOTOROLA	MCS2000	6231VG0132		Vehicle	Comms Room		6 - 10 years	In Service	Yes
AT	12004	ICOM	IC-F4GS2	8601297		Vehicle	CUDGEN 7		6 - 10 years	In Service	Yes
AT	12004	ICOM	IC-F4GS2	8601336		Vehicle	CUDGEN 7		6 - 10 years	In Service	Yes
AT	12004	KENWOOD	TK-350	not available		Vehicle	CUDGEN 7		6 - 10 years	In Service	Yes
AT	12004	MOTOROLA	MTS2000	466AUJ1486Z		Vehicle	CUDGEN 7		6 - 10 years	In Service	Yes



**NSW Rural Fire Service Asset Module Radios Report**

**AT: TWEED**

Report Date 22/8/2006



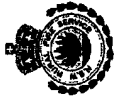
# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date: 22/8/2006

Code	Brigade	Make	Model	Serial No	GRNID	Allocation	Allocated To	Purchased	Age	Status	Primary?
AT	12004	ICOM	IC-F4GS2	101108		Vehicle	CUDGEN 11		6 - 10 years	In Service	
AT	12004	ICOM	IC-F4GS2	8601296		Vehicle	CUDGEN 11		6 - 10 years	In Service	Yes
AT	12004	ICOM	IC-F4GS2	8601317		Vehicle	CUDGEN 11		6 - 10 years	In Service	
AT	12004	ICOM	IC-F4GS2	8601331		Vehicle	CUDGEN 11		6 - 10 years	In Service	
AT	12004	MOTOROLA	MTS2000	466AZG287Z		Vehicle	CUDGEN 11		6 - 10 years	In Service	Yes
AT	12004	TAIT	T2020	286701		Vehicle	CUDGEN 11		6 - 10 years	In Service	Yes
AT	12004	TAIT	T2020	286717		Vehicle	CUDGEN 11		6 - 10 years	In Service	Yes
AT	12000	SIMOCO	SRM-9000	3MEOX0422127		Vehicle	Deputy Group East		6 - 10 years	In Service	Yes
AT	12000	SIMOCO	SRM-9000	3MEOX042212		Vehicle	Deputy Group West		0 - 5 years	In Service	
AT	12000	SIMOCO	SRM-9000	3RACX05381F		Vehicle	Deputy Group West		0 - 5 years	In Service	Yes
AT	12000	MOTOROLA	MCS2000	72Z1VA1030		Vehicle	FCO 4		6 - 10 years	In Service	Yes
AT	12000	MOTOROLA	MCS2000	6231WJ1498		Vehicle	FCO 1		6 - 10 years	In Service	Yes
AT	12005	ICOM	IC-F4GS2	8620048		Vehicle	KUNGHUR 7		6 - 10 years	In Service	Yes
AT	12005	KENWOOD	TK-350	70700555		Vehicle	KUNGHUR 7		6 - 10 years	In Service	Yes
AT	12005	KENWOOD	TK-350	70700559		Vehicle	KUNGHUR 7		6 - 10 years	In Service	
AT	12005	TAIT	T2020	286704		Vehicle	KUNGHUR 7		6 - 10 years	In Service	Yes
AT	12005	KENWOOD	TK-350	70700600		Vehicle	KUNGHUR 9		6 - 10 years	In Service	Yes
AT	12005	TAIT	T2020	193097		Vehicle	KUNGHUR 9		6 - 10 years	In Service	Yes
AT	12006	ICOM	IC-F4GS2	8601172		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	
AT	12006	ICOM	IC-F4GS2	8601175		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	
AT	12006	ICOM	IC-F4GS2	8620097		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	Yes
AT	12006	ICOM	IC-F4GS2	not available		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	
AT	12006	KENWOOD	TK-350	70700552		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	
AT	12006	TAIT	ORCA-5020	14062635		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	
AT	12006	TAIT	T2020	294005		Vehicle	MURWILLUMBAH 1		6 - 10 years	In Service	Yes
AT	12006	ICOM	IC-F4GS2	101092		Vehicle	MURWILLUMBAH 7		6 - 10 years	In Service	
AT	12006	ICOM	IC-F4GS2	101096		Vehicle	MURWILLUMBAH 7		6 - 10 years	In Service	





# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date: 22/6/2006

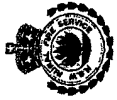


# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date 22/8/2006

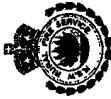
Code	Brigade	Make	Model	Serial No	GRNid	Allocation	Allocated To	Purchased	Age	Status	Primary?
AT	12006	ICOM	IC-F4GS2	501489		Vehicle	MURWILLUMBAH 7		6 - 10 years	In Service	
AT	12006	ICOM	IC-F4GS2	8601178		Vehicle	MURWILLUMBAH 7		6 - 10 years	In Service	Yes
AT	12006	ICOM	OTHER	501488		Vehicle	MURWILLUMBAH 7		6 - 10 years	In Service	
AT	12006	TAIT	T2020	286702		Vehicle	MURWILLUMBAH 7		6 - 10 years	In Service	Yes
AT	12000	MOTOROLA	MCS2000	6231VGO0139		Vehicle	Store		6 - 10 years	Retired	Yes
AT	12000	MOTOROLA	MCS2000	6231VGO0155		Vehicle	Store		6 - 10 years	Retired	Yes
AT	12007	ICOM	IC-F4GS2	101766		Vehicle	TWEED COAST 1		6 - 10 years	In Service	Yes
AT	12007	ICOM	IC-F4GS2	10428		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	ICOM	IC-F4GS2	10429		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	ICOM	IC-F4GS2	10494		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	ICOM	IC-F4GS2	10495		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	KENWOOD	TK-350	70700511		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	KENWOOD	TK-350	70700551		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	KENWOOD	TK-350	70700552		Vehicle	TWEED COAST 1		6 - 10 years	In Service	
AT	12007	TAIT	T2020	17328970		Vehicle	TWEED COAST 1		6 - 10 years	In Service	Yes
AT	12000	TAIT	T2020	286706		Vehicle	TWEED COAST 1B		6 - 10 years	In Service	Yes
AT	12007	ICOM	IC-F4GS2	860130		Vehicle	TWEED COAST 7		6 - 10 years	In Service	Yes
AT	12007	TAIT	T2020	286708		Vehicle	TWEED COAST 7		6 - 10 years	In Service	Yes
AT	12000	SIMOCO	SRM-9000	3MEOX042212		Vehicle	Tweed Group		0 - 5 years	In Service	Yes
AT	12000	SIMOCO	SRM-9000	3RACX05381H		Vehicle	Tweed Group		0 - 5 years	In Service	
AT	12008	ICOM	IC-F4GS2	4875		Vehicle	TYALGUM 2		6 - 10 years	In Service	
AT	12008	ICOM	IC-F4GS2	8428		Vehicle	TYALGUM 2		6 - 10 years	In Service	
AT	12008	ICOM	IC-F4GS2	8499		Vehicle	TYALGUM 2		6 - 10 years	In Service	
AT	12008	ICOM	IC-F4GS2	8500		Vehicle	TYALGUM 2		6 - 10 years	In Service	Yes
AT	12008	KENWOOD	TK-350	70700591		Vehicle	TYALGUM 2		6 - 10 years	In Service	
AT	12008	KENWOOD	TK-350	70700595		Vehicle	TYALGUM 9		6 - 10 years	In Service	
AT	12008	TAIT	ORCA-5020	14064165		Vehicle	TYALGUM 9		6 - 10 years	In Service	



**NSW Rural Fire Service Asset Module Radios Report**

**AT: TWEED**

Report Date 22/8/2006

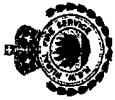


# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date: 22/6/2006

Code	Brigade	Make	Model	Serial No	GRNid	Allocation	Allocated To	Purchased	Age	Status	Primary?
AT	12008	TAIT	T2020	286695		Vehicle	TYALGUM 9		6 - 10 years	In Service	Yes
AT	12008	TAIT	T2020	286716		Vehicle	TYALGUM 9		6 - 10 years	In Service	Yes
AT	12009	ICOM	IC-F4GS2	8496		Vehicle	UKI 9		6 - 10 years	In Service	Yes
AT	12009	TAIT	T2020	286693		Vehicle	UKI 9		6 - 10 years	In Service	Yes
AT	12009	ICOM	IC-F4GS2	10421		Vehicle	UKI CAT 7		6 - 10 years	In Service	Yes
AT	12009	KENWOOD	TK-350	70700594		Vehicle	UKI CAT 7		6 - 10 years	In Service	Yes
AT	12009	KENWOOD	TK-350	70700598		Vehicle	UKI CAT 7		6 - 10 years	In Service	Yes
AT	12009	TAIT	T2020	345619		Vehicle	UKI CAT 7		6 - 10 years	In Service	Yes



# NSW Rural Fire Service Asset Module Radios Report

AT: TWEED

Report Date 22/02/2006

RURAL FIRE DISTRICT SERVICE AGREEMENT - SCHEDULE 5

DISTRICT		TWEED					
KEY RESULT AREA		FINANCIAL SERVICES					
REF. N o	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME	
1	Purchasing	Purchase specialized equipment on behalf of the RFS	On request place requisitions for the acquisition of equipment and provision of services.	Orders placed within reasonable time frames	Orders placed within 7 days of request	continuing	
2	Accounts Receivable	Process accounts receivable on behalf of the RFS	Financial Services Unit utilize Council finance System	Process and provide reports within a reasonable time frame	Provide reports fortnightly	continuing	
3	Accounts Payable	Process accounts payable on behalf of the RFS	Financial Services Unit utilize Council finance System	Process and provide reports within a reasonable time frame	Provide reports fortnightly	continuing	
4	Petty Cash	Process petty cash claims on behalf of the RFS	Financial Services Unit utilize Council finance System	Process and provide reports within a reasonable time frame	Provide reports fortnightly	continuing	

RURAL FIRE DISTRICT SERVICE AGREEMENT - SCHEDULE 5

DISTRICT		TWEED					
KEY RESULT AREA		MAINTENANCE SERVICES					
REF. N <sup>o</sup>	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
5		Provide access to councils work shops at an agreed rate or alternately an agreement to outsource fleet maintenance to an approved contractor	Maintenance undertaken when possible and when required	Provide maintenance, repairs to fire fighting plant and equipment particularly in emergency situations	Maintenance to be undertaken in reasonable time frame with consideration in relation to the Standards of Fire Cover	Maintenance as per request so as not to diminish Standards of Fire Cover	continuing

RURAL FIRE DISTRICT SERVICE AGREEMENT - SCHEDULE 5

DISTRICT		TWEED					
KEY RESULT AREA		IT SERVICES					
REF.N	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
6		Maintain Current Level of IT infrastructure and support to continue the high level of data and information flow between the Council and the RFS	Provision of technical assistance and advice as required	Provide assistance or advice on request	Advice and assistance to be carried out in reasonable time frame	Assistance provided on request it is recognised that in an emergency situation, support may be required as a priority	continuing
7		Access to Council data and GIS services as reasonably required.	Provision of current cadastre, boundaries, property ownership, environmental data and aerial photography	Provide access to Fire control staff.	Reliable current data available through IT services	Regular updates of information at least 12 monthly	continuing



**RURAL FIRE DISTRICT SERVICE AGREEMENT - SCHEDULE 5**

DISTRICT		TWEED					
KEY RESULT AREA		ENVIRONMENTAL SERVICES					
REF.N	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
8		Provide advice on the assessment of environmental impacts as required	Provision of advice on request	On receipt of request council to liaise with Rural Fire Service Officers	Advice provided in reasonable time frame on receipt of request	Advice and support within seven days of request	continuing

RURAL FIRE DISTRICT SERVICE AGREEMENT - SCHEDULE 5

DISTRICT		TWEED					
KEY RESULT AREA		ADMINISTRATIVE SERVICES					
REF. N o	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
9		Provision of administrative support	Administrative support available when required	Collection and collation of council data/ documentation when required Eg Council documentation required for Legislative requirements and Joint RFS/council service agreements	Documentation provided within reasonable time frame	Within 14 days of request or per prior arrangement	continuing
10		Processing of incoming and outgoing mail	Receipt, forwarding and dispatch of mail	Processing of mail requirements	Processed within reasonable time frame	Forwarded within 24 hours of receipt	continuing

RURAL FIRE DISTRICT SERVICE AGREEMENT - SCHEDULE 5

DISTRICT		TWEED					
KEY RESULT AREA		OTHER SERVICES					
REF N	SOURCE	KEY STRATEGIES	KEY PERFORMANCE INDICATORS	PROGRAMS OR ACTIONS	PERFORMANCE INDICATORS	CURRENT TARGET PERFORMANCE	TIMEFRAME
11		Provision of Council plant to assist in the suppression of bush and other rural fires	Council plant provided on request in possible or emergency situations	Provide available plant to assist in the suppression of bush and other rural fires in emergency situations	Plant available within reasonable time frame	Plant, when reasonably available, dispatched to emergency situation within 2 hours of request	continuing



## **SCHEDULE 6**

**NSW Local Government mutual Liability Scheme**

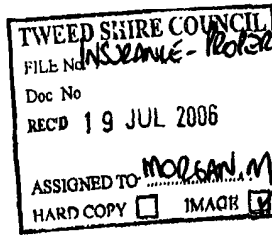
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JARDINE LLOYD THOMPSON

17 July 2006

The General Manager  
Tweed Shire Council  
PO Box 818  
MURWILLUMBAH NSW 2484



Risk Services Division  
Jardine Lloyd Thompson Pty Ltd  
ABN 69 009 098 864  
Suite 2, Robertson Court  
106 Main Street  
Alstonville NSW 2477  
PO Box 296  
Alstonville NSW 2477  
http://www.jlta.com.au  
Telephone (02) 6628 1748  
Facsimile (02) 6628 0629  
Direct Dial (02) 6628 1748  
Email dalec@jlta.com.au

**CERTIFICATE OF CURRENCY**

This Certificate provides a summary of the Protection cover and is not intended to amend, extend, replace or override the Protection terms and conditions contained in the actual Protection document

**CLASS:** Property Protection

**MEMBER:** Tweed Shire Council

**EXPIRY DATE:** 30 June 2007

**SITUATION:** Anywhere in Australia where Property Protected may be located either permanently or temporarily

**INTEREST:** All real and personal property of every kind and description (except as excluded in the Mutual Protection wording document) belonging to the Member or for which the Member is responsible or has assumed responsibility to protect prior to the occurrence of any damage, including all such property in which the Member may acquire an interest during the Period of Protection

Provided such property is declared on the asset schedule

**PROPERTY COVERED:** As per schedule provided by Council

**LIMIT:** \$6,600,000

**DEDUCTIBLE:** \$2,000

**Statewide Mutual**  
Managed by Jardine Lloyd Thompson Pty Limited

ABN 51 644 247 443

**statewide**

Level 7  
88 Clarence Street  
GPO Box 7003,  
Sydney, NSW 2001

Telephone (02) 8270 6039  
Facsimile (02) 9262 6905  
DX 13032 Market Street

12 May 2006

The General Manager  
Tweed Shire Council  
PO Box 816  
MURWILLUMBAH NSW 2484

INSURANCE - PROFESSIONAL INDEMNITY

TWEED SHIRE COUNCIL
FILE No. INSURANCE - WBU - LIAB
Doc No
REC'D 19 JUL 2006
ASSIGNED TO MOLEMAN, M
HARD COPY <input type="checkbox"/> IMAGE <input checked="" type="checkbox"/>

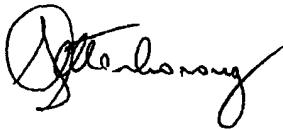
Dear Sir,

### CERTIFICATE OF CURRENCY

This is to certify that membership is current, as at the date stated above. This certificate provides a summary of the cover and is not intended to amend, extend, replace or override the terms and conditions provided by the Statewide Mutual Liability Scheme.

<b>PROTECTION CLASS</b>	Public Liability/Professional Indemnity
<b>MEMBER COUNCIL</b>	Tweed Shire Council
<b>BUSINESS OF MEMBER:</b>	Local Government Authority, as defined in wording.
<b>EXPIRY DATE</b>	30th June, 2007.
<b>GEOGRAPHICAL SCOPE</b>	Anywhere in the World, excluding the Dominion of Canada and the United States of America
<b>LIMIT OF PROTECTION</b>	\$300,000,000 any one occurrence in respect of Public Liability and in the aggregate any one Period of Protection in respect of Products Liability, and \$200,000,000 any one claim and in the aggregate any one Period of Protection in respect of Professional Indemnity
<b>DEDUCTIBLE</b>	\$25,000
<b>SELF INSURER</b>	Statewide Mutual Liability Scheme
<b>REINSURERS</b>	Lloyds and London Underwriters (including American International Group, QBE, GE Frankona and Others)

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.



John Attenborough  
Executive Officer



## **SCHEDULE 7**

**Treasury Managed Fund Indemnity Statement**

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Revised June 30, 1995

## N.S.W. TREASURY MANAGED FUND

Managed By:

GIO GENERAL LTD ACN 002 861 583



NEW SOUTH WALES

### CONTRACT OF COVERAGE

#### THIS "PRIVILEGED PROTECTION" EQUALS "ACCOUNTABILITY"

NEW SOUTH WALES TREASURY MANAGED FUND ("RISK MANAGEMENT AND SELF INSURANCE ARRANGEMENTS")

**\*PARAMOUNT PREMISE:** Fundamental to every element of the Managed Fund concept is the active adoption of Risk Management practices by each participating entity.

- A. **PROTECTED ENTITIES:** The Government of New South Wales, being Budget Sector entities and those participating Non-Budget entities named in the schedule on file in the Treasury Managed Fund office.
- B. **ATTACHMENT:** Commencing at 4 P.M., June 30, 1989, until cancelled by order of the Secretary of the Treasury, with June 30 established as the anniversary date annually.
- C. **LOSSES PAYABLE:** At the direction of the Secretary of the Treasury.
- D. **CONSIDERATION:** Administration of the Treasury Managed Fund by GIO General Ltd, including underwriting, claims handling and consultancy is furnished on an agreed fee schedule set forth in Appendix A, incorporated herein by reference.
- E. **COVERAGE PROVIDED "WORLDWIDE" TO PARTICIPATING ENTITIES:** Subject to Exclusions and further qualified by Treasury Guidelines and Fund conditions outlined herein, the coverage is as follows:



### E.2.3 Section 2-Legal Liability

E.2.3.1 The Fund indemnifies the protected entity against legal liability for loss of or damage to property resulting from:

- The use of the vehicle.
- Goods falling from the vehicle.
- The operation of loading or unloading the vehicle which shall not include the collection or delivery of the load beyond the limits of any carriage way or thoroughfare.

E.2.3.2 The Fund indemnifies the protected entity against a liability at law for all costs, charges and expenses for removing or cleaning up debris caused by an accident involving the vehicle.

E.2.3.3 The Fund indemnifies any person driving, using or in charge of, entering into or alighting from, the vehicle, who may be held legally liable for damage to property in terms of sub-sections E.2.1.1 and E.2.1.2 of this section.

E.2.3.4 The Fund pays all law costs and expenses incurred in the defence of any court proceedings or at any inquest or other official inquiry arising from an event for which indemnity is provided by Section 2.

### E.2.4 Exclusion to Section 2.

The Fund is not liable for:

E.2.4.1 Damage or any pecuniary loss consequent upon such damage to property belonging to the protected entity or property in the physical or legal custody or control of any person indemnified under this Section whilst such property is on, being loaded on or unloaded from any protected vehicle.

E.2.4.2 Any liability assumed by contract, warranty or agreement unless such liability would have attached to the protected entity in the absence of such contract, warranty or agreement.

**E.3 PROPERTY**

Loss and/or damage to all real and personal property, including aircraft hulls and watercraft but excluding vehicles licensed for highway use, all owned by or in the care, custody or control of the protected entity for any reason whatsoever, but for which they are responsible.

E.3.1 Perils are, "All Losses" provided the loss is fortuitous, real and quantitative (inventory shortage following an extended period would not be considered real in this connotation).

E.3.2 Coverage is for full replacement (new for old) without co-insurance consideration and includes consequential loss of profits and increased costs of operation as a direct result of the physical loss or damage sustained to the protected property.

E.3.3 Exclusions - The Fund shall not be liable for claims for:

E.3.3.1 Any illegally based operation

E.3.3.2 Wear, tear and/or inherent vice

E.3.3.3 Pollution other than sudden and accidental

**E.4 LIABILITY**

The Fund will pay to or on behalf of the protected entities all sums which they shall become legally liable to pay by way of compensation, (or which the protected entity shall be called upon to pay by reason of the fact that the protected entity would have been legally liable to pay damages if sued) in respect of "claims made" against the protected entity, caused by an occurrence in connection with their activities worldwide, all happening during the currency of the Fund.

The Fund will also pay all law costs and charges and expenses incurred in the settlement or defence of claims or litigation arising therefrom where such costs, charges and expenses are incurred by the Fund or the protected entity with the written consent of the Fund, and all law costs, charges and expenses recoverable from them by any claimant.

**E.4.1 Liability Exclusions**

The fund shall not be liable for claims:-

E 4 1.1 In respect of death of or bodily injury to any person arising out of or in the course of the employment of such person in the service of the protected entity.

E.4.1.2 By any person in the service of any contractor or sub-contractor to the protected entity or by any dependant of such person for payment under any Workers' or Workmens Compensation Act or Ordinance.

**E.5.1.3 Air Travel Protection within Australia**

State Ministers, Members of Parliament and of the Judiciary, officers of The Public Service and certain other persons travelling by air on State Business, who are not covered under the NSW Workers' Compensation Act, are covered for death or bodily injury sustained anywhere in the Commonwealth of Australia while the person, as a passenger, is being carried in, or is entering or alighting from any aircraft used for bona fide transport purposes, including piloting of privately owned or chartered aircraft by members of the Legislative Assembly or of the Legislative Council.

Coverage for each person is in accordance with and equivalent to the benefits payable under the NSW Workers' Compensation Act 1987 no. 70, as amended.

**E.5.1.4 Official Visits of Employees Abroad.**

Tourist and Travellers personal accident protection, automatically covers employees and approved persons against injury or death by accident while travelling abroad.

The coverage is in accordance with and equivalent to the benefits payable under the NSW Workers' Compensation Act 1987 no. 70, as amended. In addition, medical expenses of up to \$1,000,000 are covered while outside of Australia.

Coverage is also provided for baggage and personal effects in accordance with "Treasurer's Directions" (\$5,000.00 - as of 8/90).

**NOTE:** Subject to the officer receiving his Ministers approval, the cover extends to leisure and recreational periods whilst the officer is abroad.

F. GENERAL OPERATING CONDITIONS:

1. All losses, shall be reported to the Fund and the Fund will provide each entity with loss statistics periodically as required, but not less frequently than annually.
2. Approximately sixty days prior to June 30th annually each entity will be required to furnish updated underwriting information including asset register, operating changes, census of personnel and other data or information required by the Fund Manager either through a written form and/or contact interview by Fund personnel.
3. It is incumbent on the protected entity to report to the Fund any major or substantial change in exposure to risk(s), identified or created, during the Term of coverage hereunder.
4. The Managed Fund remains the entity's initial source of Risk Management guidance and information. Fund personnel are available upon request to help establish Risk Management departments, committees and procedures.
5. All matters not provided for herein shall be reviewed by and decided upon by the Fund and the Secretary of the Treasury.
6. In the event of conflict or disagreement in resolving claims or policy between participating entities and the Fund, then the Secretary of the Treasury shall act as arbitrator and adjudicate such claims or policy disputes.

5. Properties acquired at any time are automatically covered, but the entity is required to advise the Fund as soon as possible of details of acquisitions valued in excess of \$10 million each. No additional "Cash outlay" is required during the current coverage year.
6. All entities shall protect all of their rights of recovery at law, except as pre-approved by Treasury.

7. Claims notices and handling:

7.1 Notice In writing shall be given as soon as possible to the Fund Manager.

7.1.1 Of any loss or damage, accident, claim, writ, summons or proceedings or of any impending prosecution or inquest or any circumstance(s) likely to give rise to a claim under this protection.

7.1.2 Of any material change(s) of the facts or circumstances existing at the commencement of the reported claims.

7.2 Settlement of claims:

7.2.1 The protected entity shall not without the consent in writing of the Fund make any admission, offer promise or payment in connection with any accident or claim, and the Fund if it so desires shall be entitled to take over and conduct in the name of the protected entity the defence or settlement of any claim.

7.2.2 The Fund with the approval of the Secretary of Treasury shall be entitled to prosecute in the name of the protected entity, at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

7.2.3 The Fund shall have full discretion in the conduct of any proceedings in connection with any claim and the protected entity shall give all information and assistance as the Fund may require in the prosecution, defence or settlement of any claim.