

Annual Operating Plan

for the

Wildfire Arrangement

between the

Department of Sustainability and Environment, Victoria

and the

New Zealand Fire Service Commission

Table of Contents

- I. Purpose
- II. Contract
- III. Definitions
- IV. General Procedures
 - A. Requests for Wildfire Assistance
 - B. Personnel
 - C. Equipment and Supplies
 - D. Recall
 - E. Personal Injury, Death and Public Liability Insurance Coverage
 - F. Billing and Payment
 - G. Situation Reporting
 - H. Review, Amendment and Termination
 - I. Governing Law and Jurisdiction
 - J. Counterparts
- V. Participating Agencies

Annual Operating Plan

I. Purpose

This Annual Operating Plan is prepared pursuant to Part VII of the Wildfire Arrangement between the Department of Sustainability and Environment and the New Zealand Fire Service Commission signed in 2003 that provides for wildfire suppression assistance and other fire management activities between the parties to the Arrangement.

II. Contract

This Annual Operating Plan constitutes a binding contract between the parties made in consideration of the mutual obligations set out herein. .

III. Definitions

For the purpose of this Annual Operating Plan:

"DSE" means the Department of Sustainability and Environment, Victoria, Australia.

"FSC" means the New Zealand Fire Service Commission.

"Participating Agencies" means the Department of Sustainability and Environment and the New Zealand Fire Service Commission

"Plan" means this Annual Operating Plan.

"Receiving Participant" means the Participant receiving Wildfire Suppression Resources.

"Sending Participant" means the Participant furnishing Wildfire Suppression Resources.

"Wildfire" means any forest, range or bush fire.

"Wildfire Suppression Resources" means personnel, supplies, equipment, and other resources required for pre-suppression and suppression activities.

IV. General Procedures

A. Requests for Wildfire Assistance

1. Requests for wildfire assistance from FSC will be made by the Chief Fire Officer, Department of Sustainability & Environment to the National Rural Fire Officer, FSC.
2. Requests for wildfire assistance from DSE will be made by the National Rural Fire Officer, Wellington, NZ to the Chief Fire Officer, Department of Sustainability & Environment.
3. For billing and reimbursement, or other correspondence, the designated official for FSC will be the National Rural Fire Officer, and for Australia, the designated official will be the Chief Fire Officer or their delegates.
4. To minimise delays at points of entry for Customs and Immigration clearances, DSE or FSC will, 24 hours prior to mobilisation, supply to Customs at the Point of Entry (PoE) all transport and arrival information, in the forms specified, containing but not limited to the following details:

Personnel: The full name, country of citizenship, date and country of birth, personal identification number (eg. Social Security Number), passport number, home base and departure point.

Equipment: The item, quantity and serial numbers, carrier and bill of lading number, country of manufacture.

5. Customs Declaration forms will be completed for presentation to Customs at the PoE.

B. Personnel

1. Reimbursement for personnel expenditures incurred while performing services under the Plan will be on the following basis:
 - (a) FSC sending wildfire suppression resources to Australia:
 - (1) All New Zealand personal salary costs to include overtime and relevant allowances submitted for payment will be reimbursed by DSE in accordance with salary schedules in existence within the New Zealand Fire Agencies.

- (2) At the time of the request for assistance, FSC may be reimbursed at a daily flat rate agreed to by FSC and DSE that is established and documented prior to the mobilisation of wildfire suppression personnel by the FSC. The daily rate is in lieu of itemised salary costs, overtime and relevant allowances for wildfire suppression personnel from New Zealand.
 - (3) The costs of travel, lodging, meals and other expenses normally approved by FSC, will be reimbursed by the DSE when not provided by DSE.
 - (4) Travel costs (airline tickets, and local transportation) may be billed separately to DSE.
 - (5) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when DSE cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the relevant FSC travel policy.
 - (6) DSE will pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.
- (b) DSE sending wildfire suppression resources to FSC:
- (1) All DSE salary costs including overtime and any other relevant allowances submitted for payment by DSE will be reimbursed by FSC in accordance with salary schedules and/or union contracts in existence within DSE.
 - (2) At the time of the request for assistance, DSE may be reimbursed at a daily flat rate agreed to by DSE and FSC that is established and documented prior to the mobilisation of wildfire suppression personnel by the DSE. The daily rate is in lieu of itemised salary costs, overtime and relevant allowances for wildfire suppression personnel of DSE.
 - (3) The costs of travel, lodging, meals and other expenses normally covered by DSE, will be reimbursed by the FSC when not provided by the FSC.

- (4) Travel costs (airline tickets, and local transportation) may be billed separately to FSC.
 - (5) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when FSC cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the DSE travel regulations.
 - (6) FSC will pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.
2. The Receiving Participant will detail any specialised expertise required for fire suppression or fire management assignments.
3. Prior to mobilisation, the Participating Agencies either sending or receiving wildfire suppression resources will agree to equivalent standards, training, fitness levels, and experience required for each position included in a request.
4. Participating Agencies when assigning wildfire suppression personnel to resource requests will certify that the personnel assigned will meet the requirements of the position ordered.
5. Sending Participant personnel will receive an adequate orientation session from their Participating Agency prior to deployment and another briefing from the Receiving Participant upon arrival. The latter will include a summary of the Receiving Participants operating guidelines. Prior to demobilisation, the Receiving Participant will debrief Sending Participant personnel.
6. The Sending Participant will provide all of the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant the equipment will be supplied at the expense of the Receiving Participant.
7. The Sending Participant and the Receiving Participant will provide for adequate liaison for the duration of the assistance. In making a request for wildfire suppression resources, the Receiving Participant will allow for the inclusion of a Team Leader, which the Sending Participant shall provide for the full duration of the period of assistance. The

Team Leader supplied by the Sending Participant shall be responsible for:

- (a) Operational liaison and coordination functions as required by the Receiving Participant;
 - (b) Health, safety, welfare and commissary needs of Sending Participant's personnel during non-operational periods of the deployment and
 - (c) Liaison and public relations coordination functions for the Sending Participant
- 8 Length of deployment, rest and rotation for personnel shall be identified prior to the commencement of the deployment to the Sending Participant. The Sending Participant shall adhere to rest, rotation, and length of deployment policies of the Receiving Participant (providing they do not conflict with the Sending Participant's policies and procedures in which case the Sending Participant's policies and procedures shall prevail).
9. All Sending Participant personnel shall carry with them two examples of identification (at least one of which must be photographic identification).
10. Any criminal conviction may prohibit mobilisation to the Receiving Participant's country. If an individual has been convicted of minor criminal offences, the individual may, at the discretion of the Receiving Participant, be required to undergo an interview process with the Receiving Participant's immigration office to determine whether the individual may be mobilised. All costs associated with the process will be borne by the individual or the Sending Participant. The Receiving Participant retains the right to refuse entry to any individual from the Sending Participant whom the Receiving Participant deems undesirable.

Nothing in this clause derogates from any powers of the N.Z. or Australian customs and immigration authorities to refuse entry by any person to either country under relevant legislation.

11. Prescription drugs must remain in their original labelled container or be accompanied by a prescription.
- 12 Personal cargo weight for incident deployment shall be a total of 65 lbs. (29.5 kg), which includes a personal or deployment pack of 45 lbs. (20.4 kg) and a line pack of 20 lbs. (9.1 kg). Additional cargo must be identified and approved by the Sending Participant and the Receiving Participant.

C. Equipment and Supplies

1. Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.
2. Where considered necessary by the Sending Participant, specialised equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set up and operation of the equipment. All salary costs including overtime, and any other relevant allowances submitted for payment by the Sending Participant will be reimbursed by the Receiving Participant in accordance with salary schedules and/or union contracts in existence within the Sending Participant Agencies.
3. It is recommended that all equipment be registered with the respective Sending Participant's customs authority prior to mobilisation.
4. The cost of equipment refurbishing to the Sending Participant's specification is reimbursable by the Receiving Participant unless the Sending Participant agrees that the Receiving Participant will perform the work.
5. All transportation costs of equipment belonging to the Sending Participant will be reimbursed by the Receiving Participant.

D. Recall

The recall of resources from the Receiving Participant shall be made with a minimum of 24 hours notice. Recall will be in accordance with the procedures for requesting resources.

E. Personal Injury, Death, Damage to or Loss of Property, and Insurance Coverage

1. (a) All employees, contractors, sub-contractors or agents of the Sending Participant sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan are, for the purposes of tort liability only, considered to be employees and agents of the Receiving Participant. The only remedies for acts or omissions committed while fighting fires shall be those provided under the laws of the jurisdiction in which assistance is provided to the Receiving Participant and those remedies shall be exclusive remedies for any claim in tort arising out of fighting fires in a foreign country. Neither the Sending Participant nor any personnel sent by it to provide wildfire assistance to the Receiving Participant or any organisation associated with such

personnel shall be subject to any action in tort pertaining to or arising out of fighting fires.

- (b) The Receiving Participant agrees to assume any and all liability for the tortious acts or omissions of personnel sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan including liability for all loss and damage suffered by any person as a result of such acts or omissions. Without limiting the generality of the foregoing, the Receiving Participant's assumption of such liability extends to the payment of any damages or other amounts awarded, whether by a court or other person or body, to any person who has suffered or claims to have suffered loss and damage as a result of such acts or omissions, any amount paid or payable to such claimant in settlement of the claim, and all costs incurred in relation to the claim.
- (c) In the event that the Sending Participant or any personnel sent by it to provide wildfire assistance to the Receiving Participant are the subject of any claim by any person arising out of tortious acts or omissions committed or alleged to have been committed by them in the course of providing such assistance, the Receiving Participant will undertake at its cost the defence of such claim on behalf of the Sending Participant or its personnel, provided always that the Receiving Participant retains the right to compromise or settle any such claim on behalf of the Sending Participant or its personnel as in its sole discretion the Receiving Participant sees fit.

- 2. Subject to clause 1 of this Part, each Participant waives any claims against the other Participant and of each component of that Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of activities undertaken pursuant to the Plan.

F. Billing and payment

Billing procedures for emergency fire suppression assignments are as follows:

- 1. The billing and payment requests should be submitted directly to the designated official of the Receiving Participant as identified in IV (A)(3).
- 2. Invoices for goods and services will be paid in the Receiving Participant's currency.

3. All interest charges will be forgiven for over-due accounts on Government to Government invoices provided payment is made within 6 months of the last date of the billing document being received by the Receiving Participant.
4. Billing will include the following:
 - (a) Cover letter with reference to specific resource request information;
 - (b) An original itemised invoice.
5. The Sending Participant will include backup documentation summarising the listing of salary, supplies, travel, and equipment with dates, hours, and crew, equipment, or aircraft type. This will not be required for flat rate billing as provided in IV(B)(1)(b)(2), except for all travel, supplies and equipment expenses incurred by the Sending Participant.

G. Situation Reporting

The Chief Fire Officer (DSE) and the National Rural Fire Officer (FSC) or their delegates will exchange daily situation reports throughout the period of the deployment. The report should include information on activities undertaken by deployed personnel, fire situations, problems encountered, and achievements. Monitoring and evaluating the changing conditions associated with the emergency will be the responsibility of the Receiving Participant.

H. Review, Amendment and Termination

1. The Plan shall be reviewed annually on or before 15 May by the Participating Agencies and updated and renewed as may be agreed between the Participating Agencies.
2. Any Participating Agency may terminate its participation in the Plan upon the expiration of reasonable notice in writing given to the other Participating Agency, such notice to be not less than three months.

I. Governing Law and Jurisdiction

1. Subject to clause 2 of this part, the Plan shall be governed by the laws of Australia.
2. Where wildfire suppression assistance is provided to a Receiving Participant pursuant to the Plan, all matters concerning the interpretation or enforcement of the Plan, and all questions, disputes or claims of whatever nature, arising out of or in relation to the provision of such assistance will be governed by the laws of the

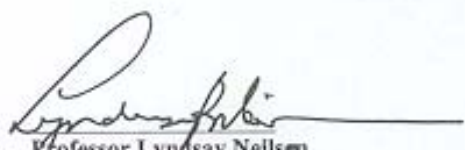
jurisdiction in which the Receiving Participant receives such assistance. Each Participant submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that place and waives any right it might have to claim that those courts are an inconvenient forum.

J. Counterparts

The Plan may consist of a number of counterparts each of which when executed shall be an original and all counterparts together shall constitute one and the same instrument.

V. Participating Agencies

FOR DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT:


Professor Lyndsay Neilson
Secretary
Department of Sustainability and Environment

Date 17 January 2003

V. Participating Agencies (continued)

FOR NEW ZEALAND FIRE SERVICE COMMISSION



Murray Dudfield
National Rural Fire Officer
New Zealand Fire Service Commission

Date: 24-1-03