



**FIRE SERVICES
JOINT STANDING
COMMITTEE**



MEMORANDUM OF UNDERSTANDING

between

NEW SOUTH WALES FIRE BRIGADES

and

NEW SOUTH WALES RURAL FIRE SERVICE

Table of Contents

1	Introduction	4
2	Jurisdiction	4
3	Response	5
4	Automatic Fire Alarms (AFA).....	5
5	Hazardous Materials Incidents.....	6
6	Call Offs	7
7	Call Off Messages and Incident Closure Messages	7
8	Command and Control	7
9	Safety	8
10	Legal Responsibility and Indemnity	8
11	Dispute Resolution.....	9
12	Fire and Rural Fire Districts	9
13	Review of Memorandum of Understanding	9
	APPENDIX A – Glossary of Terms	10
	APPENDIX B – Notification of Issues	12

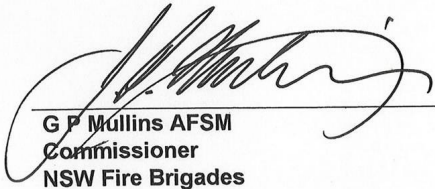
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New South Wales Fire Brigades

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New South Wales Rural Fire Service



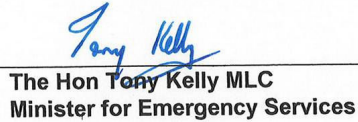
G P Mullins AFSM
Commissioner
NSW Fire Brigades

Date: 25 August 2005



P C Koperberg AO AFSM BEM
Commissioner
NSW Rural Fire Service

Date: 25 August 2005



The Hon Tony Kelly MLC
Minister for Emergency Services

Date: 25 August 2005

1 Introduction

- 1.1 This understanding between the New South Wales Rural Fire Service (NSW RFS) and New South Wales Fire Brigades (NSWFB) provides an overall framework for cooperation and joint operations involving urban and rural fire services in NSW. It does not deal with coordinated fires to which Sections 44 and 53 of the Rural Fires Act apply.
- 1.2 The understanding recognises that the NSW RFS is primarily a rural fire service, the NSWFB is primarily an urban fire service (with additional responsibilities for hazmat and rescue), and that the two services complement each other in meeting community needs. Each service has its own particular skills and each area of the State can be best served by providing the mix of resources appropriate to the particular needs of that area.
- 1.3 The understanding recognises the operational jurisdiction and responsibilities of each service. In order to avoid misunderstandings between the services and to properly coordinate responses, development of locally negotiated Mutual Aid Agreements (MAAs) is required by the services. These agreements are intended to ensure that every community is provided with the best possible response to incidents, facilitated by the principles of this Memorandum of Understanding (MOU).
- 1.4 The Fire Services Joint Standing Committee (FSJSC) comprising the Commissioners and senior officers of both fire services and representatives of both the NSW Rural Fire Service Association (NSW RFSA) and NSW Fire Brigade Employees' Union (NSW FBEU) has been established to oversee and progress cooperative initiatives between the fire services.

2 Jurisdiction

- 2.1 The NSWFB is the responsible service with operational jurisdiction for all fires and related incidents within Fire Districts (FDs). The NSWFB is also responsible for all land based and inland waterways hazardous material incidents throughout NSW, whether or not fire is involved, and for rescue services where brigades are accredited by the State Rescue Board.
- 2.2 The NSW RFS is the responsible service with operational jurisdiction for all fires and related incidents within Rural Fire Districts (RFDs) except those identified as a hazardous materials incident (see Clauses 5.2, 5.3; 5.5; and Definitions).
- 2.3 The service having jurisdiction will authorise all media comment related to strategies and impact of a particular incident. Support services may comment on their resource commitment.

3 Response

- 3.1 Response to an incident will be determined by the service having jurisdiction and by MAA arrangements. Due regard will be given to the nature of the incident, location and response time of appropriate resources from each service. Both services will develop and document procedures for joint response to incidents within an MAA.
- 3.2 The requirement for additional resources from either service is to be determined by the Incident Controller. Where both services are at an incident, such decisions will be made cooperatively. When requesting assistance from the other service, the requesting service will specify the type and number of resources required. The assisting service will adhere to the request to the best of its ability, taking into consideration the possibility of competing operational demands.
- 3.3 Joint fire service responses will occur into Mutual Aid Zones (MAZs), which may be established across FD/RFD boundaries, or to Significant Assets or a specific type of incident. As part of an MAA, a Significant Assets Register will be jointly developed, where necessary, to identify assets outside the MAZs that require a joint response. Joint responses to Significant Assets may also be automatically initiated.
- 3.4 As soon as it becomes apparent that a brigade from one service will be responding to an incident in the District of the other service, the responding service will immediately cause the service into whose area it is responding to be informed. The NSWFB will inform the NSW RFS when responding to rescue and/or hazardous materials incidents in RFDs even where response by the NSW RFS may not be required.
- 3.5 Interaction between the NSWFB and NSW RFS in relation to the communication of emergency calls and related information will be in accordance with the Operational Communications Service Level Agreement (OCSLA).
- 3.6 At joint operations, the first arriving unit, if not having operational jurisdiction, will formally brief and hand over control to the senior officer with jurisdictional responsibility on his/her arrival. When any change occurs, the identity of the Officer in Charge will be communicated to all units at the incident.
- 3.7 At the conclusion of the service's responsibility at an incident, where the scene is to be handed back to another agency's responsibility e.g. Police, RTA, Council, EPA, and WorkCover; a formal briefing and handover to the senior agency representative on scene will occur.

4 Automatic Fire Alarms (AFA)

- 4.1 Receipt of all AFAs, whether terminated directly with the NSWFB or by a Triple Zero call from a private provider, is the responsibility of NSWFB.
- 4.2 Response to AFAs within a FD is the responsibility the NSWFB. The NSW RFS may be requested to provide assistance.

- 4.3 Response to AFAs within the jurisdictional responsibility of the NSW RFS in an area covered by an MAZ or involving a Significant Asset covered by the MAA, will be by both the NSW RFS and the NSWFB. The first arriving brigade may de-activate the local alarm if appropriate (not when smoke or fire is evident), but re-setting of the alarm will only be carried out by the NSWFB. Where the NSW RFS finds that there is no fire, a call off should be passed to the Communication Centre (ComCen) and the NSWFB unit will then continue to the premises under normal traffic conditions to re-set the alarm and collect administrative information.
- 4.4 In the event that an AFA is located remote from a FD, within the jurisdictional responsibility of NSW RFS in an area covered by an MAZ or at a Significant Asset, there may, by agreement, be a clause inserted into the MAA transferring responsibility to the NSW RFS for resetting the alarm panel. Where the NSW RFS finds that there is no fire, a call off should be passed to the ComCen and the NSWFB unit (if responded) will then return to Station and the administrative information will be provided by the NSW RFS to the ComCen with the incident closure message.
- 4.5 Response to AFAs within the jurisdictional responsibility of NSW RFS, outside an area covered by an MAA, rests solely with the NSW RFS unless the NSWFB receives a request for assistance. Resetting the alarm panel and collecting administrative information will be carried out by the NSW RFS. The administrative information will be provided to the ComCen with the Incident Closure message.

5 Hazardous Materials Incidents

- 5.1 With the exception of State Waters, the NSWFB is designated by the Fire Brigades Act and State DISPLAN as the sole combat agency for hazardous materials incidents throughout NSW, including all inland waterways.
- 5.2 The NSWFB must be notified of any incident or potential incident involving Class 1, 2, 3, 4, 5, 6, 7, 8, and 9 Dangerous Goods, or other substance which is actually endangering life or may endanger life or property or the environment, or where the use of specialised hazmat equipment, associated skills and training is required. Close consultation between the services in this regard is essential, particularly information relating to the type of substance, quantity and location.
- 5.3 If after consultation between the services, an incident involving spillage or escape, or potential spillage or escape of a substance within a RFD is not deemed to be a hazardous materials incident (Refer to Clause 5.2), then the NSW RFS will be responsible for the incident.
- 5.4 The NSW RFS may be requested by the NSWFB to provide support at hazardous materials incidents within either the RFD or the FD.
- 5.5 Pending arrival of the NSWFB at a hazardous materials incident within a RFD, NSW RFS brigades may protect, prevent, or contain an incident providing such activity is within the scope and capacity of the NSW RFS, and does not endanger the safety of firefighters or other persons.

6 Call Offs

- 6.1 Either agency may call off a response by the other service into its jurisdiction but this must only occur when the OIC on scene is satisfied the incident can be effectively and safely handled by the resources on scene.
- 6.2 When a joint response takes place, the first arriving service can "call off" the response by the other service. This must only occur when units that have the capability of taking immediate action are on scene and the OIC has conducted a comprehensive "size up" of the incident and is satisfied that it can be effectively and safely handled by the resources on scene. The service having jurisdiction may continue to proceed to the incident as "normal traffic" at their discretion.

7 Call Off Messages and Incident Closure Messages

- 7.1 In order to facilitate efficient handling of emergency calls, the NSW RFS will pass on Incident Closure messages to NSWFB ComCens for all calls received from the ComCens. This will enable "closing off" of the call in the Computer-Aided Dispatch (CAD) system and ensure that subsequent calls to the same area are dealt with appropriately.
- 7.2 Since a call off is not considered sufficient to close an incident in the FireCAD system, an Incident Closure message is to be passed by the service having operational jurisdiction to the relevant ComCen when all resources have departed the scene.

8 Command and Control

- 8.1 Implementation of joint command and control arrangements requires adoption and understanding by both services of the Incident Control System (ICS).
- 8.2 The Incident Controller is the Officer in Charge of the service having operational jurisdiction and is responsible for approving incident strategies.
- 8.3 The internal command structure of each service will remain intact under their own OIC.
- 8.4 At incidents where there is a joint services response, attending officers may jointly determine that the scale and complexity of the incident does not warrant arrangements as outlined in 8.5 and 8.6. Under such circumstances the Incident Controller from the service with operational jurisdiction will fulfil the functions of control, operations, planning, and logistics, and will not appoint an Operations Officer.
- 8.5 At joint operations involving structure fires within a RFD, the senior NSW RFS Officer on the scene will be the Incident Controller with the attending NSWFB Officer acting as Operations Officer, under the principles of ICS subject to 8.4.

- 8.6 At joint operations involving bush and grass fires within a FD, the senior NSWFB Member on the scene will be the Incident Controller with the attending NSW RFS Officer acting as Operations Officer, under the principles of ICS subject to 8.4.
- 8.7 At joint operations involving structure fires within a FD, the NSW RFS will provide assistance as agreed in an MAA or as requested and the NSWFB will fulfil the functions of incident control, operations, planning and logistics.
- 8.8 At joint operations involving bush and grass fires within a RFD, the NSWFB will provide assistance as agreed in an MAA or as requested and the NSW RFS will fulfil the functions of incident control, operations, planning and logistics.
- 8.9 At all incidents involving both services, the views of the senior ranking officer of the service assisting will be considered by the responsible service in determining the incident strategies to be adopted.
- 8.10 Once strategies have been approved, each Officer in Charge is responsible for implementing the tactics necessary to ensure that their service achieves its objective within the framework of the overall strategy.
- 8.11 At joint operations, both services shall use a common communications network with the Officers in Charge from each service at the incident also maintaining contact with their respective communication centres. The applicable communication centre for each service shall advise units going to the incident of the appropriate talkgroup, channel or channels to use.

9 Safety

- 9.1 While safety will be an integral part of the Incident Action Plan, the responsibility for safety rests with the Incident Controller, OIC of each service, crew leader and each individual crew member.

10 Legal Responsibility and Indemnity

- 10.1 Each service retains all legal responsibility for its members, and actions of its members irrespective of whether or not they are operating within their area of jurisdiction. Similarly, each service retains its responsibilities for issues such as workers compensation and other employee entitlements.
- 10.2 Each service indemnifies the other service against any claim by each service when their member serves in the other service's fire district in relation to any injury, damage, liability, compensation, to itself, personal or any third party arising from their service in the other service's fire district.

11 Dispute Resolution

- 11.1 Any dispute arising over the implementation of this MOU, an MAA or Boundary Review should as far as possible be resolved at the local level. If necessary, reports are to be submitted to the District/Team/Zone Manager (Fire Control Officer) and Zone Commander for resolution, except in circumstances outlined in Clause 11.3.
- 11.2 In the event of the District/Team/Zone Manager (Fire Control Officer) and Zone Commander being unable to resolve a dispute, the matter will be referred to senior officers at Regional level. Should the matter not be resolved it will then be referred to State Operations, then to the RPSC and finally to the FSJSC for resolution.
- 11.3 Problems arising from the communication of emergency calls and related information should be handled in accordance with the dispute resolution clause in the OCSLA.

12 Fire and Rural Fire Districts

- 12.1 In order to ensure that the jurisdictional responsibilities of the two fire services properly reflect the complementary nature of the services, the review of boundaries will be undertaken as an integral part of the MAA review.

13 Review of Memorandum of Understanding

- 13.1 The FSJSC will undertake a three yearly review of the MOU to ensure its continued relevance to furthering cooperation and effective service delivery to the community.
- 13.2 The date of the next review for this document is 31 May 2008.

APPENDIX A – Glossary of Terms

Authorised Person	is the person authorised by the District/Team/Zone Manager (Fire Control Officer) (Zone/Team/District Manager) to accept emergency calls and related information on behalf of the Rural Fire District (RFD) and who has the authority, capability and facilities to respond the necessary resources.
Brigade	is a permanent fire brigade, retained fire brigade, or rural fire brigade.
Call Off	is given by the service having operational jurisdiction when response of further resources is no longer required.
Communication Centre (ComCen)	means NSWFB's centres established at Sydney, Newcastle, Wollongong, and Katoomba responsible for receiving Triple Zero calls and Automatic Fire Alarms (AFAs).
District	is either a NSWFB Fire District (FD) or NSW RFS Rural Fire District (RFD).
Fire District (FD)	means an area constituted as a Fire District under Section 5 of the Fire Brigades Act, 1989.
Fire Services Joint Standing Committee (FSJSC)	is the committee comprising the Commissioners and Senior Officers of both fire services and representatives of the NSW Rural Fire Service Association (RFSA) and the New South Wales Fire Brigades Employees Union (FBEU).
Hazardous Materials (Hazmat) Incident	means any incident or potential incident involving Class 1, 2, 3, 4, 5, 6, 7, 8, and 9 Dangerous Goods, or other substance which is actually endangering life or may endanger life or property or the environment, or where the use of specialised hazmat equipment, associated skills and training is required
Incident Action Plan (IAP)	is the incident action plan developed to outline incident objectives and strategies, planning, risks and safety relevant to the incident.
Incident Control System (ICS)	is the Incident Control System used by both services to manage incidents.
Incident Closure	is when all resources have departed the incident scene.
Incident Controller (IC)	is the Officer responsible under the principles of the Incident Control System for overall control and strategic direction of an incident.
Memorandum of Understanding (MOU)	is the agreement between NSWFB and NSW RFS providing an overall framework for cooperation and joint operations involving urban and rural fire services in NSW.
Mutual Aid Agreement (MAA)	is a document, which outlines cooperative arrangements between the NSWFB and the NSW RFS on a NSW RFS District/Team/Zone basis which incorporates one or a number of local Government area/s.
Mutual Aid Zone (MAZ)	is the geographical area adjoining the FD in which the provisions of an MAA relating to joint fire services response and cooperative operations apply.

Officer in Charge (OIC)	is the Officer present with responsibility to command a brigade.
Operations Officer (OO)	is the Officer delegated by the Incident Controller under the principles of the Incident Control System to manage the implementation of strategies determined for the incident.
Operational Jurisdiction	refers to legislative responsibility for the strategic direction of incident activities.
Operational Communications Service Level Agreement (OCSLA)	represents a formal service level agreement between NSWFB and NSW RFS for the communication of emergency calls and related information, but does not deal with response to coordinated fires under Section 44 and 53 of the Rural Fire Act, 1997.
Responsible Service	is the organisation with operational jurisdiction for an area or type of incident.
Review and Policy Sub Committee (RPSC)	is a sub committee of the FSJSC comprising Assistant Commissioners of both services and representatives from the RFSA and the FBEU.
Rural Fire District (RFD)	means an area as defined under Section 6 of the Rural Fires Act, 1997.
Service	is either the NSWFB or the NSW RFS.
Significant Asset	is an asset which has significant community value or constitutes a high level of hazard to life, property, or the environment and which could therefore require the resources of both fire services in the event of a fire. These may include, but are not limited to: factories, hospitals, retirement villages, nursing homes, schools, cinemas and large complexes in Rural Fire Districts and bush land reserves of environmental, heritage or community value in Fire Districts.
State Operations Centre	means the centre established at Homebush Bay by the NSW RFS to coordinate NSW RFS activity and coordinated bush fire fighting.
State Waters	<p>The territorial sea adjacent to the State;</p> <p>The sea on the landward side of the territorial sea adjacent to the State that is not within the limits of the State;</p> <p>Such part of the waters of the ports of Port Botany, Clarence River (Yamba), Coffs Harbour, Newcastle Harbour, Port Kembla, Richmond River (Ballina), Sydney Harbour, Trial Bay and Twofold Bay as are within the limits of the State; and</p> <p>The waters of the Tweed River and Terranora Inlet and of all bays, rivers and their tributaries connected or leading or leading thereto, bounded by mean high water mark and by, as upstream boundaries, the eastern side of the Boyds Bay Bridge over Terranora Creek and the eastern side in of the Pacific Highway Bridge over the Tweed River, and by, as seaward boundary, a line drawn between the eastern extremity of the northern breakwater at the entrance to the Tweed River and the eastern extremity or the southern breakwater at the entrance. [Source: DisPlan]</p>

APPENDIX B – Notification of Issues

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NOTIFICATION OF ISSUES



FB Zone/ComCen: _____ RFS Zone/District: _____

Date: _____ Time: _____

Incident Location: _____

Type of Incident: _____

FB ComCen Incident No.: _____ Incident Log attached: Yes No

Has issue been resolved between FB Zone/ComCen and RFS Zone/District? Yes No

Who at RFS: _____ Who at FB: _____

Has issue been resolved between FB Region and RFS Region? Yes No

Who at RFS: _____ Who at FB: _____

Brief description of issue: _____ (Attach separate report if insufficient space)

Brief description of any solution/remedial action: _____

Is action required at State level? Yes No

A copy of this form and all associated documentation, even if resolved, should be forwarded to your own Service at State Level for record purposes.

Prepared By:
	Name	Position
Signature:	Date:
FB Operational Communications	Fax: (02) 9318 4382	Phone: (02) 9318 4351
RFS Operations, Policy & Standards	Fax: (02) 8741 5300	Phone: (02) 8741 5400