

Operational Services Agreement (OSA)

Dated 8 September 2021

BETWEEN Fire and Emergency New Zealand (Fire and Emergency)

AND

Her Majesty the Queen in right of New Zealand acting by and through the Department of Conservation

(The Parties)

BACKGROUND

- A. Section 147 of the Fire and Emergency New Zealand Act 2017 requires that Fire and Emergency and the Department of Conservation take all reasonable steps to enter into a 3-yearly operational service agreement that sets out –
- (a) The designated services that Fire and Emergency will deliver to the Department of Conservation; and
 - (b) The fire control services that the Department of Conservation will deliver to Fire and Emergency.

Fire and Emergency New Zealand

- B. Fire and Emergency is a Crown agent continued under the Fire and Emergency New Zealand Act 2017. Fire and Emergency is New Zealand's unified firefighting organisation and provides firefighting, and other emergency, services across New Zealand in both the built and natural environments.
- C. Fire and Emergency's principal objectives are -
- (a) to reduce the incidence of unwanted fire and the associated risk to life and property
 - (b) in relation to the main functions and the additional functions of FENZ
 - (i) to protect and preserve life; and
 - (ii) to prevent or limit injury; and
 - (iii) to prevent or limit damage to property and land; and
 - (iv) to prevent or limit damage to the environment.
- D. The main and additional functions of Fire and Emergency are set out in sections 11 and 12 of the Fire and Emergency New Zealand Act 2017.

Department of Conservation

- E. The Department of Conservation is a government department charged with administering the Conservation Act 1987, which includes managing, for conservation purposes, all land and other natural and historic resources held under the Conservation Act 1987.
- F. The Department of Conservation's functions are set out in section 6 of the Conservation Act 1987. The Department of Conservation must give effect to the principles of the Treaty of Waitangi under section 4 of the Conservation Act 1987.

- G. Reducing the incidence of unwanted fire on public conservation land will be the primary focus of the Department of Conservation.

Purpose

- H. The purpose of this Agreement is to set out:
- (a) the Operational Services the Parties will deliver to each other;
 - (b) how the Parties will deliver the Operational Services; and
 - (c) how the Agreement will be managed.

Overriding principle of collaboration

- I. The Parties acknowledge that they have overlapping interests and that better outcomes will be achieved by working together. The parties will work openly and collaboratively with each other in good faith at all levels regarding delivery of services under this Agreement to ensure this Agreement remains fit for purpose.

INTERPRETATION

additional land means land (other than public conservation land) for which the Department of Conservation has responsibility for fire control under any enactment, agreement, or other instrument

Agreement means this Operational Services Agreement and includes any schedules attached to it.

designated services means the services that

- (a) Fire and Emergency must deliver under [section 11](#) of the Fire and Emergency New Zealand Act 2017; and
- (b) Fire and Emergency delivers under [section 12](#) of the Fire and Emergency New Zealand Act 2017 if Fire and Emergency has the capability and capacity to do so.

fire control services means the services the Department of Conservation are to deliver under this Agreement for:

- (a) preventing, detecting, controlling, and putting out fire; and
- (b) protecting persons and property from fire.

Operational Schedules refers to the Schedules of this Agreement.

Operational Services refers collectively to the services delivered under this Agreement, consisting of the following categories:

- (a) Designated services, which are delivered by Fire and Emergency;
- (b) Fire control services, which are delivered by the Department of Conservation; and
- (c) Additional services, which are services that are not designated or fire control services and are delivered by one or both parties.

public conservation land has the meaning given in section 144 of the Fire and Emergency New Zealand Act 2017.

Relationship Managers means the Parties' Relationship Managers for this Agreement as set out in Schedule 1.

1. AGREEMENT

- 1.1 The Parties agree to deliver the Operational Services as described in this Agreement.
- 1.2 This Agreement is intended to be legally binding.
- 1.3 The term of this Agreement is for 3-years from the date of execution unless extended by written agreement between the Parties.
- 1.4 The Agreement may be varied, including through the addition of or changes to Schedules, by the Parties as set out in clause 7.

2. AGREED SERVICES

- 2.1 **Fire and Emergency's services to the Department of Conservation**
 - 2.1.1 Fire and Emergency will deliver to the Department of Conservation the designated services set out in **Schedules 2 and 3**.
 - 2.1.2 Fire and Emergency will also deliver to the Department of Conservation the additional services set out in **Schedules 2 and 3**.
- 2.2 **The Department of Conservation's services to Fire and Emergency**
 - 2.2.1 The Department of Conservation will deliver to Fire and Emergency the fire control services set out in **Schedules 2 and 3**.
 - 2.2.2 The Department of Conservation will also deliver to Fire and Emergency the additional services set out in **Schedules 2 and 3**.

3. MANAGEMENT OF AGREEMENT

- 3.1 The Parties will formally hold an Annual Meeting in April each year to:
 - (a) Discuss the status of the relationship between the Parties, including any concerns or issues either or both of the Parties may have.
 - (b) Confirm any changes to be made to the Operational Schedules based on how the Agreement is being applied; and
 - (c) Confirm any financial arrangements for the next financial year as outlined in clause 4.
- 3.2 At the second Annual Meeting, the Parties will also agree and commence a process to either extend this Agreement or develop a new Agreement. This Agreement must either be extended or replaced by a new Agreement by 1 July 2024.
- 3.3 The Relationship Managers for this Agreement are set out in Schedule 1. The Relationship Managers will attend the Annual Meeting, along with any other representatives of the Parties who may usefully contribute to the meeting.

4. FUNDING ARRANGEMENT

- 4.1 The Department of Conservation will pay Fire and Emergency \$1 million plus GST (if any) per annum for the 2021/22 and 2022/23 financial years, for services provided by

Fire and Emergency including the National wildfire campaign, research, training and wildfire threat analysis. Fire and Emergency will invoice the Department of Conservation in November of the relevant financial year.

- 4.2 The Department of Conservation will pay Fire and Emergency the costs of fire control for fires that originate on public conservation land or additional land in accordance with the fire suppression cost recovery criteria and process described in Schedule 1.
- 4.3 Fire and Emergency will pay the Department of Conservation the costs of assisting with fire control for fires that do not originate on public conservation land or additional land in accordance with the fire suppression cost recovery criteria and process described in Schedule 1.
- 4.4 The Parties will work together to review the funding arrangement set out in clauses 4.1-4.3 of this Agreement and described further in Schedule 1, with the aim of having a new funding arrangement in place from 1 July 2023.

5. DISPUTE RESOLUTION

- 5.1 The Parties agree that in the event of a dispute the parties will seek to reach a mutual resolution as detailed below:
 - (a) Every effort will be made in good faith to resolve matters within a reasonable timeframe. If this process is not successful, the matter may be escalated to the Relationship Managers, who will meet within a reasonable timeframe.
 - (b) If the issues or differences cannot be resolved between the Relationship Managers, then the matter may be escalated to the Deputy Chief Executive, Service Delivery, Fire and Emergency and Deputy Director-General, Operations, the Department of Conservation, who will meet within a reasonable timeframe.
 - (c) If the issues or differences cannot be resolved between the Deputy Chief Executive, Service Delivery, Fire and Emergency and Deputy Director-General, Operations, Department of Conservation within 28 days of referral, then the matter will be referred, in writing, to the Chief Executive of Fire and Emergency and the Director-General of Conservation for final resolution.
 - (d) The participants will not refer any dispute to a third party for resolution.
- 5.2 In the event of a dispute, the Parties will continue providing the Operational Services in accordance with this Agreement. Further, the existence of a dispute does not limit the ability of the Parties to carry out their statutory functions, duties or powers.

6. INFORMATION SHARING AND RELEASE

- 6.1 Subject to the Privacy Act 2020 and any other legal obligations, the Parties will take an open approach to sharing information with each other. The Parties will follow any specific processes for sharing information that may be described in the Operational Schedules.
- 6.2 The Parties will consult with each other on any request they receive for information that relates to activities undertaken under this Agreement. The Party who received the request will take the other party's views into account when making a decision to release the information.

7. CHANGES TO THE AGREEMENT

- 7.1 This Agreement may be varied by written agreement between the Chief Executive of Fire and Emergency and the Director-General of Conservation. A variation is effective from the date of the variation document unless otherwise agreed by the Parties.

8. GENERAL

- 8.1 **Relationship of the Parties:** Neither Party is by virtue of this Agreement an officer, employee, partner, joint venturer or agent of the other party
- 8.2 **Counterparts:** This Agreement may be executed by each Party executing either this document or an identical document. In the latter case, this Agreement takes effect when the separately executed documents are exchanged between the Parties

EXECUTION

Signed for and on behalf of Fire and Emergency New Zealand by	Signature:
	Name and title: Rhys Jones, Chief Executive
	Date: 08/09/2021
Signed for and on behalf of Department of Conservation by	Signature:
	Name and title: Lou Sanson, Director General
	Date: Sep 8, 2021

SCHEDULE 1. ADMINISTRATION AND FINANCE

This schedule outlines general administration matters and all financial processes.

1.1 Relationship Managers

1.1.1 The Parties' Relationship Managers and contact details are:

- (a) Fire and Emergency New Zealand
National Manager, Risk Reduction
Roxanne Hilliard
Roxanne.Hilliard@fireandemergency.nz
027 264 3104
- (b) Department of Conservation
Director Operations, Issues and Programmes
Ben Reddiex
breddiex@doc.govt.nz
027 556 1857

1.2 Referenced documents

- 1.2.1 All documents referenced in the Operational Schedules are listed in Appendix 3 of this Agreement.
- 1.2.2 Where a Party intends to amend documents referenced in the Operational Schedules, that Party will consult the other Party before any changes are made. Where any changes to the documents impact the ability of a Party to perform services under this Agreement, the Parties may vary this Agreement.

1.3 Fire Suppression Cost Recovery

1.3.1 The point of origin of a fire will determine where fire suppression costs lie.

Reimbursement of Fire and Emergency costs

- 1.3.2 The Department of Conservation agrees to fully reimburse Fire and Emergency for any fair and reasonable costs incurred by Fire and Emergency for fire control of all fires that originate on public conservation land and additional land.
- 1.3.3 Fire and Emergency will provide the Department of Conservation with an invoice and detailed schedule of the incident location, resources engaged and duration of engagement relating to the costs incurred in fire control activities.
- 1.3.4 Fire and Emergency will not seek reimbursement of the internal costs of fire control from the Department of Conservation for fires originating on public conservation land or additional land when Fire and Emergency's total internal costs of fire suppression are \$5,000 (excl. GST) or less.

Reimbursement of Department of Conservation costs

- 1.3.5 Where Fire and Emergency has sought assistance from the Department of Conservation under clause 2.6 of Schedule 2, Fire and Emergency agrees to fully reimburse the Department of Conservation for any fair and reasonable costs incurred by the Department of Conservation in assisting with fires not originating on public conservation land or additional land.
- 1.3.6 The Department of Conservation will provide Fire and Emergency with an invoice and detailed schedule of the incident location, resources engaged and duration of engagement relating to the costs incurred.
- 1.3.7 The Department of Conservation will not seek reimbursement of the internal costs incurred in assisting Fire and Emergency with fires that did not originate on public conservation land or additional land where the Department of Conservation's total internal costs are \$5,000 (excl. GST) or less.

Claims

- 1.3.8 When seeking reimbursement of fair and reasonable costs for fire control, the Parties will follow the claim processes set out in:
- (a) Fire and Emergency's *Manage claims with DOC for fires on Public Conservation Land (PCL)*.
 - (b) The Department of Conservation's *Fire claims process*.
- 1.3.9 All claims for reimbursement of fair and reasonable costs will be based on the *FENZ Equipment Hire and Personnel Rates Guidelines and Rates Schedule*.

1.4 Invoicing

- 1.4.1 Invoices for reimbursement of fair and reasonable costs for fire control will follow the requirements set out in the claim processes referred to in clause 1.3.8.
- 1.4.2 A Party who has received a valid GST tax invoice under this Agreement will pay the other party on the 20th day of the month after receipt of the invoice is received by the Party.
- 1.4.3 The Parties will follow the process for reimbursements of payments for assisting with International Deployments as set out in the relevant International Deployment Agreement.

SCHEDULE 2. READINESS AND RESPONSE

Fire and Emergency is the lead agency for all agreed readiness and response actions required to ensure the protection of life, property and the prevention of harm to the environment on public conservation land and additional land.

The Department of Conservation will support Fire and Emergency in carrying out the agreed readiness and response actions set out in this agreement.

Conservation values include biodiversity, cultural, historic and visitor values.

Readiness involves developing operational systems and capabilities before an incident happens, including self-help and response programmes for the general public and specific programmes for emergency services, lifeline utilities and other agencies.

Response involves actions taken immediately before, during or directly after an incident that save or protect lives and property and that bring the consequences to a point of stability.

Response plans outline predetermined actions and resources in response to an emergency.

Risk management refers to the process of analysing exposure to risk and determining how to manage that exposure.

2.1 Health and Safety

Incident Action Plans are developed during an emergency (or immediately before an emergency) and describe response objectives, tasks, and measures and resources needed to coordinate the response. They are proactive, seeking to pre-empt hazard impacts where possible and to resolve the situation as quickly as possible. Depending on the scale of the emergency, Action Plans may be developed at the national level, the CDEM Group level, the local level or the incident level.

- 2.1.1 The parties acknowledge that they are both persons conducting a business or undertaking (PCBU) and must comply with the duties imposed on them by or under the Health and Safety at Work Act 2015.
- 2.1.2 In accordance with the Health and Safety at Work Act 2015, if more than one party has a duty in relation to the same matter imposed by, or under, the Health and Safety at Work Act 2015, each party with the duty must, so far as is reasonably practicable, consult, co-operate with, and co-ordinate activities with the other party who has a duty in relation to the same matter.
- 2.1.3 Fire and Emergency will ensure so far as is reasonably practicable the safety of Department of Conservation personnel working under Fire and Emergency command and control.
- 2.1.4 Fire and Emergency will consult with the Department of Conservation in setting its health and safety requirements for situations where Department of Conservation personnel are operating under Fire and Emergency command and control.
- 2.1.5 When operating under Fire and Emergency command and control, Department of Conservation personnel will operate under Fire and Emergency's health and safety requirements.

- 2.1.6 Fire and Emergency will ensure, so far as is reasonably practicable, that its own personnel (paid and volunteer) are prepared and able to work safely as firefighters on public conservation land.
- 2.1.7 Both parties understand, that in situations where other PCBUs are present, those other PCBUs (e.g. land owners, forestry operators, contractors) share the same overlapping duties as the Department of Conservation and Fire and Emergency. These other PCBUs should also be included as part of the Incident Action Plan planning process.

2.2 Readiness Planning

- 2.2.1 To support operational readiness of both parties to respond to fires on public conservation land and additional land, the Department of Conservation will provide Fire and Emergency with:
- (a) Geographic Information System (GIS) data about public conservation land and additional land,
 - (b) The status of the Department of Conservation's personal protective equipment, personnel currency (training needs) and equipment standards, and
 - (c) Any other relevant information reasonably requested by Fire and Emergency to make accurate incident notifications, response arrangements and fire management strategies.

All information will be in a useable format for Fire and Emergency.

- 2.2.2 The Department of Conservation will share its Fire Reduction and Readiness risk management plans with Fire and Emergency.
- 2.2.3 The Department of Conservation will provide Fire and Emergency with copies of biosecurity procedures, policies, and training material it has in place for biosecurity that Fire and Emergency will be required to follow when working on public conservation land for inclusion in relevant Fire and Emergency training programmes and readiness/response plans.
- 2.2.4 Fire and Emergency will provide annual national fire summaries and GIS shapefiles of the fires and point of ignition information to the Department of Conservation for fires on public conservation land and additional land.

2.3 Personnel

- 2.3.1 The Department of Conservation will maintain a minimum of 180 qualified current Fire Fighters and 60 Crew leaders distributed nationally. The roles and regional distribution of firefighters and crew leaders are set out in Appendix 2.
- 2.3.2 The Department of Conservation will maintain a minimum of 25 qualified current Incident Management Team (IMT) personnel distributed nationally, which is additional to the minimum numbers of personnel required by clause 2.3.1. The roles and regional distribution of IMT personnel are set out in Appendix 2.
- 2.3.3 The Department of Conservation will ensure personnel that may be deployed to fire control tasks and IMTs meet the minimum knowledge qualifications, competency, and currency requirements for the roles they are to undertake.
- 2.3.4 The Department of Conservation will adopt Fire and Emergency's wildfire management fire procedures, training, and processes for determining people's suitability for IMT positions

as set out in the *Rural Fire Management Handbook* (Green Book) and *Air Operations Handbook* (Orange Book).

- 2.3.5 Fire and Emergency will provide to the Department of Conservation:
- (a) Fire and Emergency's national standards for personal protective equipment, and
 - (b) Information on how to purchase personal protective equipment from Fire and Emergency's personal protective equipment provider at the same cost as Fire and Emergency.
- 2.3.6 The Department of Conservation will provide Fire and Emergency with recommendations about Department of Conservation personnel who Fire and Emergency may choose to authorise to perform or exercise a function, duty or power under the Fire and Emergency New Zealand Act 2017 or regulations made under that Act.

Mount Cook Volunteer Brigade

- 2.3.7 The Department of Conservation will use best endeavours to maintain a minimum of 8 staff in the Mount Cook village to fill positions within the Mount Cook Volunteer Brigade.
- 2.3.8 Fire and Emergency is responsible for providing training and personal protective equipment to the volunteers at the Mount Cook Volunteer Brigade.

2.4 Training and currency

Training

- 2.4.1 Fire and Emergency will set the standards and framework for the delivery of effective fire control training.
- 2.4.2 Fire and Emergency will lead and co-ordinate fire control training including the National IMT programmes.
- 2.4.3 Fire and Emergency will provide opportunities for Department of Conservation personnel to receive training in firefighter, crew leader and IMT requirements as per 2.4.1 and 2.4.2. Where practical, training will be attended by personnel from both parties to build trust and inter-agency cohesion. For example, Department of Conservation personnel may be invited to attend training that is to be delivered to Fire and Emergency personnel.
- 2.4.4 Training delivered by Fire and Emergency to Department of Conservation personnel will be recorded in Fire and Emergency's training management system (known as Learning Station).
- 2.4.5 The Department of Conservation will provide advice on Fire and Emergency biosecurity training programmes.

Currency

- 2.4.6 Fire and Emergency will once every two years run a two-day currency refresher or simulated field exercise for fire fighters and crew leaders in each Department of Conservation region to ensure Department of Conservation personnel maintain currency requirements as per 2.4.1.

- 2.4.7 Fire and Emergency will invite Department of Conservation IMT personnel to take part in simulated incident management exercises (SIMEX) to ensure Department of Conservation personnel maintain currency requirements for IMT roles as per 2.4.2.
- 2.4.8 All Department of Conservation fire fighters and crew leaders will attend one of the two-day training or simulated exercises run every two years by Fire and Emergency within their Department of Conservation region. Where a staff member is unable to attend one of these courses within the two-year period due to illness or injury, the staff member may attend events in other regions or apply to their District Operations Manager and the Department of Conservation's National Fire Team to verify their currency to Fire and Emergency from other fire attendances of a similar or greater duration that they have been active in.
- 2.4.9 Alternatively (to clause 2.4.8), Department of Conservation personnel may maintain currency for a role by working in that role on actual fires for a period of two full days or more. This currency will be valid for up to two years from the date of the fire.
- 2.4.10 Fire and Emergency will consider options for recording currency maintenance of Department of Conservation personnel as it develops this capability for Brigades.

2.5 Assets

Ownership of Department of Conservation fire suppression equipment other than personal protective equipment was transferred from the Department of Conservation to Fire and Emergency on 10 May 2019. In many cases it is beneficial to the suppression capability of either or both parties for fire equipment to be housed by the Department of Conservation.

The Parties aim to ensure that the equipment housed by the Department of Conservation is in a ready state in accordance with Fire and Emergency standards.

Department of Conservation storage sites refers to any restricted areas, buildings and/or places the Department of Conservation manages where fire equipment or assets are stored.

Fire equipment refers to all material supplied to an incident excluding personnel and vehicles.

Storage

- 2.5.1 The Department of Conservation will store on behalf of Fire and Emergency, fire equipment where agreed based on the following principles:
- (a) The fire equipment is needed to maintain a suppression capability for fires on public conservation land.
 - (b) The fire equipment is required in a remote location where Fire and Emergency does not have a brigade presence within reasonable distance and Department of Conservation personnel may be required to undertake initial fire suppression action.
 - (c) The fire equipment is required in locations where Department of Conservation personnel may; in the absence of fire and emergency resources; be required to undertake initial fire suppression action to protect identified significant biodiversity, historical, cultural or recreational values.
- 2.5.2 The Parties will rationalise and update the principles described in clause 2.5.1 during the 2021/22 financial year.

Service and Maintenance

- 2.5.3 The Department of Conservation will carry out quarterly checks and running of equipment stored by the Department of Conservation in accordance with Fire and Emergency's *Portable Fire Pumps Hose and Waterway Equipment Standard*.
- 2.5.4 Fire and Emergency's Equipment and Logistics Directorate will carry out repairs, servicing and pressure/performance testing of Fire and Emergency owned fire equipment that is stored by the Department of Conservation.
- 2.5.5 Unless otherwise provided for by local arrangement allowed under clause 2.5.8, the Department of Conservation is not responsible for ensuring trailers or vehicles registered to and stored on behalf of Fire and Emergency are roadworthy or otherwise meet legal requirements for use. Trailers or vehicles that do not comply with road use requirements will not be towed or driven by Department of Conservation personnel.
- 2.5.6 Where testing, servicing or repairs are required for Fire and Emergency owned equipment stored by the Department of Conservation at remote storage sites, Fire and Emergency will provide swap out equipment to the Department of Conservation if required.
- 2.5.7 Persons carrying out checks, tests, servicing, or repairs will record this in the Fire and Emergency asset management system. Access to these records will be made available to the Department of Conservation on request.
- 2.5.8 Clauses 2.5.1 to 2.5.7 do not apply where there are local arrangements that are accepted by both Parties as ensuring equipment housed by the Department of Conservation will be in a ready state in accordance with Fire and Emergency standards.

Access

- 2.5.9 Fire and Emergency must obtain permission from any relevant Department of Conservation manager prior to entering a Department of Conservation storage site and must comply with any conditions the Department of Conservation requires of Fire and Emergency to meet for onsite security and safety. Contact with relevant managers can be made via the Department of Conservation North or South Island Fire Coordinators.
- 2.5.10 Fire and Emergency personnel must always adhere to the Department of Conservation biosecurity protocols when visiting the Department of Conservation sites.
- 2.5.11 During Normal Working Hours (7.30am – 4.30pm, Monday-Friday), Department of Conservation personnel may, for the purpose of security, accompany Fire and Emergency personnel carrying out operational inspections, repairs, maintenance, upgrades, replacement, or removal of fire equipment and vehicles at Department of Conservation storage sites.
- 2.5.12 Outside of Normal Working Hours, access for Fire and Emergency personnel and contractors to undertake operational inspections, repairs, maintenance, upgrades, replacement or removal of assets, must be organised with the Department of Conservation's local office in advance.

Response and use

- 2.5.13 The Department of Conservation may use Fire and Emergency owned fire equipment and assets stored on Department of Conservation sites for fire suppression and firefighting training activities at no charge.
- 2.5.14 The Department of Conservation may use Fire and Emergency owned fire equipment and assets stored by the Department of Conservation for the purpose of load testing bridges, roadway culvert cleaning, refilling water tanks, overwatch of hot-work, clean water post-op washdown of pest control equipment and following consultation with Fire and Emergency staff (due to saltwater use) for the purpose of marine mammal rescue (wetting down of animals). Fire and Emergency will recover from the Department of Conservation the costs for reinstatement, hose cleaning and equipment damage.
- 2.5.15 Fire and Emergency may access the Department of Conservation radio repeater network during response.

2.6 Response

Fire incidents refers to any unplanned fire event requiring emergency intervention.

Incident refers to an event that needs a response from one or more agencies. It may or may not be an emergency.

Initial response refers to initial responding crews that arrive first to an incident and undertake planning or fire suppression activities.

- 2.6.1 Fire and Emergency will undertake the initial response for fire (111) call outs on public conservation land and additional land.
- 2.6.2 The Department of Conservation will assist Fire and Emergency:
- (a) In response to fires on public conservation land and additional land, and other rural land, and
 - (b) With other emergency response (e.g. natural disasters) where agreed.
- 2.6.3 Subject to clause 2.6.4, the response to fires will take precedence over normal Department of Conservation business. This includes response to fires occurring on public conservation land and additional land, and when requested to give priority assistance to Fire and Emergency on other land.
- 2.6.4 The Department of Conservation will provide as much assistance to Fire and Emergency as it can but reserves the right, where exceptional circumstances exist, to give priority to conservation emergencies (e.g. whale strandings) and critical pre-planned operations (e.g. aerial pest-control operations). The Department of Conservation will discuss this with Fire and Emergency first where such a situation arises.
- 2.6.5 When requested for assistance for fire (111) call outs on public conservation land and additional land, the Department of Conservation will assess the request and respond with details of availability within 1-hour. *An ideal response from the Department of Conservation would be: 1-hour for on-call Fire and Emergency Executive Officer to assess situation and request assistance, 1-hour for Department of Conservation to arrange and confirm crews, 1-hour for Department of Conservation crews to assemble and prepare, 2 hours travel, 1 hour briefing transfer of command.*

Biosecurity

- 2.6.6 Fire and Emergency will follow the Department of Conservation's biosecurity procedures as per 2.4.5 when working on public conservation land and additional land.
- 2.6.7 The Department of Conservation will where necessary, provide biosecurity screening prior to operational deployments into biosecurity high-risk areas/islands.

Engagement for advice

- 2.6.8 When fires occur on public conservation land and additional land, Fire and Emergency will engage Department of Conservation technical expertise to advise on biosecurity, cultural, historical, biodiversity, and visitor values, and any known site-specific safety risks.
- 2.6.9 When fires occur on public conservation land and additional land, Fire and Emergency will take all reasonable steps to engage Department of Conservation technical expertise before using heavy machinery or chemicals.
- 2.6.10 Where Department of Conservation personnel are engaged to assist Fire and Emergency at fire incidents, a suitably qualified Department of Conservation liaison officer will be assigned to work alongside the Fire and Emergency IMT to provide advice on conservation values and operational tactics in relation to public conservation land and maintain a link between an incident and Department of Conservation line managers.
- 2.6.11 Fire and Emergency will where practical, ensure suppression operation tactics are safe, economical and effective when undertaking fire control to protect conservation values.

2.7 Notification

- 2.7.1 The Department of Conservation will maintain a 24/7 system to receive notifications and requests for assistance from Fire and Emergency. Details are held in the *Fire and Emergency Communications Centres SOP*.
- 2.7.2 Fire and Emergency will as soon as practically possible, notify the Department of Conservation of all fires occurring on public conservation land and additional land, using the procedures for notifying the Department set out in Fire and Emergency's *Communications Centre SOP*.
- 2.7.3 The Department of Conservation will as soon as practically possible, notify Fire and Emergency, of any unwanted fires on public conservation land and additional land, by calling 111, unless the Department is aware that the fire has already been reported to Fire and Emergency.
- 2.7.4 Fire and Emergency managers will contact local Department of Conservation Managers to begin the process of assembling teams after notification has been made to the Department of Conservation by the Fire and Emergency Communications centre.
- 2.7.5 The Department of Conservation will complete incident reports where fire incidents on public conservation land and additional land are not attended by Fire and Emergency.

2.8 National Deployments

Local deployments refer to deployments within Department of Conservation Operations Districts.

Inter-regional deployments refer to deployments between Department of Conservation Operations Regions.

- 2.8.1 All Department of Conservation personnel attending fire incidents will meet the training and currency standards as defined by Fire and Emergency (2.4.1) and the Department of Conservation's *Fitness for firefighter's programme SOP* and *National Policy for Fire*.

Local Deployments

- 2.8.2 Local deployments will be arranged at Department of Conservation District level following notification from Fire and Emergency's Communications Centre and a request for assistance. Requests for assistance from other Department of Conservation regions will be coordinated by the Department of Conservation's National Fire Team and relevant Directors.

- 2.8.3 In exceptional circumstances and only when approved by the local Department of Conservation Manager and the Incident Controller, where there is no Department of Conservation crew leader available, Fire and Emergency may appoint one of its crew leaders who is known to, or by agreement with the local Department of Conservation team to supervise the Department of Conservation crew in the capacity of crew leader.

Deployments in Country (Including NZ Offshore Islands)

- 2.8.4 Inter-regional or inter-island deployments will be coordinated by the Department of Conservation's National Fire Team and will follow a similar process to that of international deployments but utilising the Department of Conservation's national pool of personnel.

- 2.8.5 It is expected that any inter-regional or inter-island deployments are for extended duration/overnight stays to avoid Department of Conservation staff travelling significant distances before or after a full day on the fire ground.

2.9 International Deployments

- 2.9.1 All international deployments are subject to the following policies:
- (a) The Department of Conservation's *International Deployment SOP*, and
 - (b) Fire and Emergency's *International Deployment Policy*.

- 2.9.2 The Department of Conservation will ensure 25 personnel are readily available for international deployment. These persons will meet the requirements for international deployments in accordance with the Department of Conservation's *International Deployment SOP* and Fire and Emergency's *International Deployment policy*.

- 2.9.3 The Department of Conservation's National Fire Team will maintain a register of up to 50 personnel who meet the requirements for international deployments in accordance with the Department of Conservation's *International Deployment SOP* and Fire and Emergency's *International Deployment policy*.

- 2.9.4 Selection of Department of Conservation personnel for international deployments will be carried out by the Department of Conservation's National Fire Team at the time of a deployment request, to ensure an appropriate blend of skills and experience within the teams. The Department of Conservation's National Fire Team will consult with managers of staff to ensure relevant approvals are met in a timely manner.
- 2.9.5 The Department of Conservation's Directors in consultation with their managers, will be required to approve any deployment of Department of Conservation personnel and will be subject to internal processes i.e. local risk profiles and critical business needs. All Department of Conservation staff will deploy as Department of Conservation team members and cannot take leave or otherwise avoid the Department's processes to join a deployment.
- 2.9.6 Final approval for international deployments of Department of Conservation personnel will be made by the Department of Conservation's Deputy-Director General, Operations.
- 2.9.7 While deployed overseas, the Department of Conservation recognises some changes to crew structures may be required to meet transport and operational requirements. In these cases, if Department of Conservation crews are to be split up and there are Department of Conservation personnel on their first overseas deployment, these "new deployment recruits" must remain with an experienced Department of Conservation crew member.
- 2.9.8 Substitution of a non-Department of Conservation Crew leader may be made with a Fire and Emergency Crew Leader who is known to the Department of Conservation crew and will be at the discretion of the Department of Conservation Crew leader. These substitutions must also be advised as soon as possible to the Department of Conservation deployment coordinator in New Zealand.

Released under the Official Information Act 1982

SCHEDULE 3. REDUCTION

Reduction involves identifying and analysing risks to life and property from hazards, taking steps to eliminate those risks if practicable, and, if not, reducing the magnitude of their impact and the likelihood of their occurrence to an acceptable level.

3.1 Hazard Assessment

- 3.1.1 The Department of Conservation will undertake fire hazard assessments where potentially significant fire hazards are identified on public conservation land or additional land that may threaten life, property, or conservation values.
- 3.1.2 Where a fire hazard assessment confirms the existence of a significant fire hazard on public conservation land or additional land:
- (a) The Department of Conservation may consult with Fire and Emergency to develop an appropriate mitigation strategy; and
 - (b) Fire and Emergency may provide advice to the Department of Conservation to support the development of an appropriate mitigation strategy.
- 3.1.3 Subject to any legal requirements preventing disclosure, such as the Privacy Act 2020, Fire and Emergency will provide the Department of Conservation with fire data (location, time, date, cause) for land that adjoins public conservation land and additional land on request.

3.2 Wildfire Prevention

- 3.2.1 Fire and Emergency will provide data and advice to the Department of Conservation where requested on wildfire trends. The Department of Conservation will use this to develop mitigation strategies to reduce the incidence and consequence of wildfires threatening public conservation land.

3.3 Wildfire Threat Analysis

A systematic method of identifying the level of threat a particular area faces from wildfire. The level of threat is generally related to a combination of ignition potential, potential fire behaviour and the values threatened.

- 3.3.1 Fire and Emergency will consult with the Department of Conservation on its planned review of the Wildfire Threat Analysis tool to ensure it remains fit for purpose for public conservation land.
- 3.3.2 The Department of Conservation will provide Fire and Emergency with information about visitor numbers, biodiversity, recreational, cultural, historical and other values to establish the wildfire threat analysis data set for public conservation land.
- 3.3.3 The wildfire threat analysis data set provides the information needed for the Department of Conservation to further investigate the identified risks and develop risk mitigation measures / warnings to reduce the likelihood and consequence of unwanted fires on public conservation land and nearby communities.

3.4 Fire plans

Fire plans provide transparency and predictability in relation to the use of Fire and Emergency's fire control powers under sections 52 to 58 and 62 to 68 of the Act in each local area. They also ensure that the particular fire risk conditions in each local area are considered by Fire and Emergency when it establishes policies and procedures for, and exercises fire control powers within, that local area.

Authorised fire types are fire types that have been authorised by Fire and Emergency. Note, some fire types may become unauthorised during restricted or prohibited fire seasons. Authorised fire types are available on Fire and Emergency's website: <https://fireandemergency.nz/controlling-outdoor-fires/fire-types/>

Fire plan means a fire plan that Fire and Emergency prepares and issues under section 22 of the Fire and Emergency New Zealand Act 2017 and in accordance with the Fire and Emergency New Zealand (Fire Plans) Regulations 2018.

Fire risk conditions means weather or other conditions that will, or are likely to, endanger persons or property by increasing the risk of the outbreak or spreading of fire.

- 3.4.1 The Department of Conservation will provide information to Fire and Emergency to support the development of fire plans for each Fire and Emergency local area.
- 3.4.2 Fire and Emergency will consider the provisions for fires on public conservation land for the purposes of cooking and warmth, and for campground fires set out in the Department of Conservation's *National Policy for fire* when determining authorised fire types.

3.5 Setting Season status

- 3.5.1 Where a year-round (365) restricted fire season has been declared in respect of public conservation land or additional land, Fire and Emergency will specify this in the fire plan for the relevant local area.
- 3.5.2 When considering whether to declare a restricted or prohibited fire season over areas that are public conservation land or additional land, Fire and Emergency will have regard to:
 - (a) Conservation values
 - (b) Public values
 - (c) Accessibility
 - (d) Fire risk conditions.
- 3.5.3 The Department of Conservation will manage the restriction and prohibition of activities, including access, concessions, and contractors on land it manages based on hazard and fire risk.
- 3.5.4 Fire and Emergency will provide sufficient advance notice to the local Department of Conservation Operations Managers of any changes to fire season statuses in a local District so the Department can prepare internal and external public information, signage and warnings for public conservation land. The Department will advise their customers (visitors, concessionaires, contractors) before a fire season changes.
- 3.5.5 Fire and Emergency will manage the placement and maintenance of their fire danger signage on state highways and council roads.

- 3.5.6 The Department of Conservation will manage the placement and maintenance of their fire advisory signage for its roads, tracks, campgrounds huts and islands.
- 3.5.7 Fire and Emergency will provide to the Department for Conservation:
- (a) The Fire and Emergency national standards for fire signage, and
 - (b) Information on how to purchase signage from Fire and Emergency's sign provider.

3.6 Permitting fires in the open air

Authorised person in this clause means a member of the Department of Conservation's personnel who has been formally delegated the power to issue a permit under the Fire and Emergency New Zealand (Fire Permits) Regulations 2017.

- 3.6.1 In remote places where Fire and Emergency do not have a presence, Fire and Emergency may arrange with the local Department of Conservation Operations Manager for:
- (a) a member of the Department of Conservation's personnel to gather information to aid Fire and Emergency in assessing a fire permit application, or
 - (b) an Authorised Person from the Department of Conservation to undertake the permitting function on behalf of Fire and Emergency through existing Fire and Emergency systems.

3.7 Annual Campaign and Public Education

- 3.7.1 Fire and Emergency will deliver a national wildfire prevention campaign aimed at protecting people, property and the environment from the adverse impacts of wildfire. Leading into, and during the wildfire season, the campaign will aim to:
- (a) Reduce the incidences of unwanted fires resulting from people visiting rural areas and public conservation land and by land users and semi-rural dwellers,
 - (b) Motivate and educate those at risk of wildfire to take actions to safeguard their property from wildfire.
- 3.7.2 The Department of Conservation will support Fire and Emergency with targeting key, shared audiences, by utilising the Department of Conservation's channels.
- 3.7.3 The Department of Conservation will share appropriate fire messaging on its website for any permits, hut bookings and all other general enquires during any prohibited fire season affecting public conservation land.
- 3.7.4 All information regarding restricted and prohibited fire seasons applicable to public conservation land and additional land and the use of Authorised fire types will be readily available through the Department of Conservation website and through the Fire and Emergency www.Checkitsalright.nz.

3.8 Research

- 3.8.1 The Department of Conservation will assist Fire and Emergency as requested with research burns and other research projects where they are agreed to be of mutual benefit to the Department of Conservation and Fire and Emergency.
- 3.8.2 The Department of Conservation may use fire as part of its habitat enhancement trials, subject to issue of any required permits and policies as set out in the relevant fire plan.

3.9 Investigation

- 3.9.1 Fire and Emergency will carry out any necessary fire investigations, for fires which occur on public conservation land in line with the Fire and Emergency investigation policy.
- 3.9.2 Fire and Emergency will investigate the origin and cause of unwanted fires on or impacting public conservation land in the following circumstances:
- (a) In accordance with Fire and Emergency's *New Zealand Wildfire Reporting and Investigation SOP* or,
 - (b) Where Fire and Emergency is likely to seek reimbursement of fire suppression costs under this Agreement and it is not clear if the point of origin is within public conservation land.
- 3.9.3 Fire and Emergency will provide the area of burnt land (actual area burnt within the perimeter of the fire boundary) to the Department of Conservation when undertaking an investigation involving public conservation land. This is important for the Department of Conservation to gain a better understanding of the cause and impact on conservation values.
- 3.9.4 Where a fire investigation is being undertaken that includes public conservation land and additional land, Fire and Emergency will offer the Department of Conservation the opportunity for a conservation technical expert to work alongside the investigator to evaluate the impact/benefit on conservation values. Evaluating the impact/benefit on conservation values is the role of the Department of Conservation technical expert. Fire and Emergency is not responsible for evaluating the impacts or benefits on conservation values.
- 3.9.5 Where possible, Fire and Emergency will complete and release fire investigations for fires occurring on or impacting public conservation land to the Department of Conservation at least one month before the end of the financial year in which the fire occurred. Examples of when it may not be possible to do this include complex cases, where the fire occurred close to the end of the financial year and where input from specialists is required.

APPENDICES

Appendix 1: Glossary

Term	Definition
Authorised fire types	are fire types that have been authorised by Fire and Emergency. Note: some fire types may become unauthorised during restricted or prohibited fire seasons. Authorised fire types are available on Fire and Emergency's website: https://fireandemergency.nz/controlling-outdoor-fires/fire-types/
Authorised person	means a member of the Department of Conservation's personnel who has been formally delegated the power to issue a permit under the Fire and Emergency New Zealand (Fire Permits) Regulations 2017.
Conservation values	include biodiversity, cultural, historic and visitor values.
Department of Conservation storage sites	refers to any restricted areas, buildings and/or places the Department of Conservation manages where fire equipment or assets are stored.
Fire equipment	refers to all material supplied to an incident excluding personnel and vehicles.
Fire incidents	refers to any unplanned fire event requiring emergency intervention.
Fire plan	means a fire plan that Fire and Emergency prepares and issues under section 22 of the Fire and Emergency New Zealand Act 2017 and in accordance with the Fire and Emergency New Zealand (Fire Plans) Regulations 2018.
Fire risk conditions	means weather or other conditions that will, or are likely to, endanger persons or property by increasing the risk of the outbreak or spreading of fire.
Incident	refers to an event that needs a response from one or more agencies. It may or may not be an emergency.
Incident Action Plans	are developed during an emergency (or immediately before an emergency) and describe response objectives, tasks, and measures and resources needed to coordinate the response. They are proactive, seeking to pre-empt hazard impacts where possible and to resolve the situation as quickly as possible. Depending on the scale of the emergency, Action Plans may be developed at the national level, the CDEM Group level, the local level or the incident level.
Initial response	refers to initial responding crews that arrive first to an incident and undertake planning or fire suppression activities.
Inter-regional deployments	refer to deployments between Department of Conservation Operations Regions.
Local deployments	refer to deployments within Department of Conservation Operations Districts.
Readiness	involves developing operational systems and capabilities before an incident happens, including self-help and response programmes for the

	general public and specific programmes for emergency services, lifeline utilities and other agencies.
Reduction	involves identifying and analysing risks to life and property from hazards, taking steps to eliminate those risks if practicable, and, if not, reducing the magnitude of their impact and the likelihood of their occurrence to an acceptable level.
Response	involves actions taken immediately before, during or directly after an incident that save or protect lives and property and that bring the consequences to a point of stability.
Response plans	outline predetermined actions and resources in response to an emergency.
Risk management	refers to the process of analysing exposure to risk and determining how to manage that exposure.
Wildfire Threat Analysis	A systematic method of identifying the level of threat a particular area faces from wildfire. The level of threat is generally related to a combination of ignition potential, potential fire behaviour and the values threatened.

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Appendix 2: Personnel numbers

Table 1. Department of Conservation fire trained personnel distribution by Fire and Emergency Regions.

Fire and Emergency Region	Minimum fire personnel readily available	Distribution of DOC personnel by Fire and Emergency regions and role	
		Fire fighters (FF)	Crew Leaders (CL)
Te Hiku (Region 1)	20	18	6
Nga Tai ki te Puku (Region 2)	20	30	10
Te Upoko (Region 3)	30	27	9
Te Ihu (Region 4)	45	78	24
Te Kei (Region 5)	20	27	11
Nationally available	135 FF +45 (undefined)	180	60
	180	240	

Table 2. Department of Conservation Incident Management Team trained personnel* distribution by Fire and Emergency Regions. *Incident Management Team personnel being Sector Supervisors/Unit Leaders and above as well as specialists such as Fire Behaviour or GIS.

Fire and Emergency Region	Minimum IMT personnel readily available
Te Hiku (Region 1)	4
Nga Tai ki te Puku (Region 2)	4
Te Upoko (Region 3)	4
Te Ihu (Region 4)	9
Mid-South Canterbury	3
Canterbury	3
Nelson/Marlborough	3
Te Kei (Region 5)	4
Nationally available	25

Appendix 3: Summary of documents

Documents can be sourced from the document owner.

Document name	Document owner	Schedule
Manage claims with DOC for fires on Public Conservation Land (PCL)	Fire and Emergency	S1
FENZ Equipment Hire and Personnel Rates Guidelines and Rates Schedule	Fire and Emergency	S1
Fire Claims process	Department of Conservation	S1
Air Operations Handbook (Orange Book)	Fire and Emergency	S2
Rural Fire Management Handbook (Green Book)	Fire and Emergency	S2
Fire and Emergency New Zealand Communications centre SOP	Fire and Emergency	S2
Fire and Emergency – Portable Fire Pumps House and Waterway Equipment Standard	Fire and Emergency	S2
Fire and Emergency New Zealand's International Deployment Policy	Fire and Emergency	S2
Department of Conservation's Fitness for firefighters programme SOP	Department of Conservation	S2
Department of Conservation's National Policy for Fire	Department of Conservation	S2
The Department of Conservation's International Deployment SOP	Department of Conservation	S2
Fire and Emergency New Zealand Wildfire Reporting and Investigation SOP	Fire and Emergency	S3

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DOC Operational Services Agreement FINAL

Final Audit Report

2021-09-07

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