



**NEW ZEALAND FIRE SERVICE
NEW ZEALAND NATIONAL RURAL FIRE AUTHORITY
AUSTRALIAN FIRE AND EMERGENCY SERVICE AUTHORITIES COUNCIL**

AGREEMENT FOR PROVISION OF REVIEW SERVICES

Dated

28 April 2017

Released under the Official Information Act 1982

Parties

New Zealand Fire Service and New Zealand National Rural Fire Authority (Sponsors)

Australian Fire and Emergency Service Authorities Council (AFAC)

1 Review Services

1.1 AFAC agrees to provide the Review Services to the Sponsors for the Term in accordance with the terms of this Agreement.

2 Manner of delivery

2.1 The Review Services will be delivered:

2.1.1 by the Specified Personnel;

2.1.2 in accordance with the Terms of Reference and the reasonable directions of the Sponsors;

2.1.3 with due care, skill and diligence, and in accordance with good industry practice as would be expected from AFAC; and

2.1.4 in an efficient and cost effective manner.

3 Specified Person

3.1 Each party warrants that:

3.1.1 It has obtained all authorisations and has done all things necessary in order to enter into this Agreement and to perform its obligations under this Agreement; and

3.1.2 It is not aware of anything which will, or might be reasonably expected to, prevent or impair that party from performing its obligations under this Agreement, in the manner and at the times contemplated by this Agreement.

3.2 AFAC warrants that the Specified Person has the necessary skills, experience, training and resources to successfully deliver the Review Services in accordance with this Agreement.

3.3 The parties agree that the Review Services are delivered by the Specified Personnel as a representative of AFAC and not as a representative of the Sponsors. Neither AFAC nor DELWP Victoria may direct the Specified Personnel in the delivery of the Review Services during the period of the Review.

3.4 If the Specified Person is unable to deliver the Review Services on behalf of AFAC, AFAC will substitute the Specified Person with an employee of commensurate experience agreed by the Sponsors in writing.

4 No Employment, Partnership or Agency relationship

4.1 No relationship of employment, partnership or agency is created between the Specified Personnel and the Sponsors by virtue of this Agreement, or by virtue of the delivery of the Review Services.

4.2 The Specified Personnel remains employed by DELWP Victoria (seconded to AFAC) throughout the period of the delivery of the Review Services and is bound by AFAC's terms, policies and processes.

4.3 AFAC is required to maintain appropriate insurance coverage in respect of the Specified Personnel, in accordance with legislation covering such arrangements relevant to the subject matter of this Agreement.

5 Non-disclosure of Information

5.1 The Specified Personnel must at all times, including after the completion of the delivery of the Review Services, not disclose information or make any statement to any person or organisation in respect of any matter that has been acquired by the Specified Personnel as a result of the Review except in accordance with the Terms of Reference or with the express written approval of the Sponsors. In giving such written approval, the Sponsors may impose such terms and conditions as they consider fit.

5.2 The Sponsors may at any time require the Specified Personnel to give written undertakings, in a form acceptable to the Sponsors, relating to the non-disclosure of confidential information.

6 Daily rate, hours and assistance

6.1 The Sponsors agrees to pay AFAC the Daily Rate for the Services and to reimburse the actual and reasonable expenses incurred by the Specified Person in the proper course of providing the Review Services.

6.2 The Specified Personnel may be reasonably required to work such hours, greater than their regular working hours, as necessary to meet the requirements of the delivery of the Review Services in the manner set out in the Terms of Reference.

7 Salary and benefits

7.1 The Specified Personnel will remain an employee of DELWP Victoria (seconded to AFAC) during the period of the Review. AFAC and DELWP Victoria (as the case may be) will continue to pay to the Specified Personnel all salary and other benefits, including leave entitlements.

8 Leave

- 8.1 The Specified Personnel's rights in respect of annual leave, long service leave and sick leave with AFAC and DELWP (as the case may be) will remain unaffected.
- 8.2 The Sponsors will inform AFAC of any annual or sick leave and sick leave so that AFAC may update its personal records.
- 8.3 The Daily Rate will not be payable for days or part days where the Specified Personnel takes annual leave, long service leave, study leave or sick leave.

9 Sponsors Material

- 9.1 The title to and Intellectual Property right in or in relation to the Sponsors Material vests upon its creation in the Sponsors.
- 9.2 Sponsors Material remains the property of the Sponsors and, on the expiration or earlier termination of this Agreement, the Specified Personnel must deliver to the Sponsors all the Sponsors Material.

10 Mutual indemnity

- 10.1 The parties indemnify each other from and against any Claim which may be brought against or made upon any of them which is caused by:
- 10.1.1 any negligent or unlawful act or omission of the other party;
 - 10.1.2 breach of this Agreement by the other party;
 - 10.1.3 contravention of any legislative requirements by the other party; or
 - 10.1.4 infringement by the other party of the intellectual property rights of any third Party,
- except to the extent the claim is due to the negligent or unlawful act or omission of the first party.

11 Security, health, and safety

- 11.1 The Specified Personnel must, when using the Sponsors' premises or facilities, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities as notified by the Sponsors.

12 Conflict of interest

- 12.1 AFAC warrants that, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations or those of the Specified Personnel under this Agreement.

- 12.2 If, during the term of this Agreement, a conflict or risk of conflict of interest arises, the Specified Personnel undertakes to notify the Sponsors immediately in writing of that conflict or risk, and after such notification, the Sponsors may at its discretion require the Specified Personnel not to engage in such other activities as give rise to the conflict or risk of conflict of interest, or may terminate this Agreement.

13 Dispute resolution

Dealing with disputes

- 13.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.

Mediation

- 13.2 Any disputes not resolved by the parties must be submitted to mediation.
- 13.3 A party may not commence proceedings in respect of a dispute (other than proceedings for urgent interlocutory relief) unless the dispute is not settled by mediation within 15 working days of submission to mediation, or such other time as the parties agree.

14 Termination

- 14.1 Either party may, by giving the other party 20 working days written notice, terminate this Agreement. If this Agreement is so terminated, the Sponsors shall be liable only for:
- 14.1.1 payments under the payment provisions of this Agreement for services rendered before the effective date of termination; and
 - 14.1.2 any reasonable costs incurred by AFAC and directly attributable to the termination or partial termination of this Agreement.
- 14.2 Notwithstanding clause 14.1, upon delivering a notice of termination to the Sponsors, AFAC must continue to provide the Sponsors with the Review Services for a period at least sufficient (as considered by the Sponsors) for the Review to achieve the next immediately milestone set out in the Terms of Reference.
- 14.3 Upon receiving a notice of termination from the Sponsors, AFAC and Specified Personnel must:
- 14.3.1 stop work as specified in the notice; and
 - 14.3.2 take all available steps to minimise loss resulting from that termination and to protect the Sponsors Material.

15 Notices

- 15.1 All notices, documents, requests, demands or other communication to be given for the purposes of this Agreement must be given in writing and may be served personally, faxed, emailed, or sent by registered mail/courier to the address of each party's representative set out at Schedule 1, or as notified in writing by one party to the other.

- 15.2 All notices or communications will be deemed to be duly given or made:
- 15.2.1 On delivery, if delivered in person
 - 15.2.2 On delivery of an electronic read receipt or confirmation of receipt by return email.
 - 15.2.3 Three working days after the date notice was sent if sent by registered mail.
- 15.3 Any such notice, which has been served on a non-working day, is deemed to be served on the first working day after that day.

16 Special Terms

- 16.1 The additional terms specified in Schedule 1, if any, are to form part of this Agreement.

17 Miscellaneous

Assignments and transfers

- 17.1 A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other parties.

Contracts (Privity) Act 1982

- 17.1 Unless this Agreement expressly provides otherwise, this Agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.

Entire agreement

- 17.2 This Agreement (and the documents referred to by it) constitute the entire agreement between the parties and supersedes all communications, representations, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement.

Execution of separate documents

- 17.3 This Agreement is properly executed if each party executes 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.

Governing law and jurisdiction

- 17.4 This Agreement is governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

- 17.5 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 17.6 No agreement or understanding varying or extending this Agreement shall be legally binding upon either party unless in writing and signed by the Sponsors and AFAC.

Waivers

- 17.7 A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 17.8 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

18 Definitions and Interpretation

Definitions

- 18.1 In this Agreement the following definitions apply:

Agreement means this agreement (and all documents referred to in it);

Claim means any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses;

Daily Rate means the rate specified in Schedule 1 to this Agreement;

DELWP Victoria means the Department of Environment, Land, Water and Planning, Victoria State Government;

Intellectual Property means all copyright, patents, registered and unregistered trade marks, registered designs, trade secrets and know-how and anything developed from any of those rights or from that information;

Review Services means the responsibilities and duties set out at Schedule 2 of this Agreement.

Sponsors Material means any material provided by or on behalf of the Sponsors to the Specified Personnel for the purposes of this Agreement or brought into existence by the Specified Personnel in the performance of his or her duties under this Agreement, including, but not limited to, documents, equipment, information and data stored by any means;

Specified Personnel means the individual specified at Schedule 1 to this Agreement;

Term has the meaning specified in Schedule 1 to this Agreement;

Terms of Reference means the Terms of Reference for the Review Services set out at Schedule 3 of this Agreement

Interpretation

- 18.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 18.2.1 References to an organisation include that organisation and any successor organisations by Act of parliament.
- 18.2.2 Obligations set out in this Agreement that, by their nature, are intended to apply following the termination or expiry of this Agreement, have continuing effect notwithstanding such termination or expiry.
- 18.2.3 A reference in this Agreement to a working day means a day other than a Saturday or Sunday on which banks are open for business generally in Wellington, New Zealand.
- 18.2.4 If the day on which any act, matter or thing is to be done under this Agreement is not a working day, the act, matter or thing must be done on the next working day.
- 18.2.5 A reference in this Agreement to 'dollars' or '\$' means New Zealand dollars and all amounts payable under this Agreement are payable in New Zealand dollars.
- 18.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 18.2.7 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- 18.2.8 In the event of any conflict between the terms and conditions contained in the clauses of the Agreement and any part of the Schedule and annexures thereto (if any) then the clauses shall take precedence in the following order:
- (a) Terms of Reference;
 - (b) Review Services;
 - (c) This Agreement

Execution and date

Executed as an agreement.

Date:

New Zealand Fire Service by:

Paul McGill
.....
Signature of authorised person

PAUL MCGILL
.....
Name of authorised person (print)

CE/NC
.....
Office held

National Rural Fire Authority by:

Kevin O'Leary
.....
Signature of authorised person

Kevin O'Leary
.....
Name of authorised person (print)

National Rural Fire Office
.....
Office held

**Australian Fire and Emergency Service
Authorities Council by:**

Stuart Ellis
.....
Signature of authorised person

Stuart John Ellis
.....
Name of authorised person (print)

CEO AFAC
.....
Office held

Schedule 1

Specified Personnel	Mr Alan Goodwin (Manager, AFAC National Resource Sharing Centre)		
Term	This Agreement begins on the date it is signed by AFAC and the Sponsors, and continues in full force and effect until written acceptance by the Sponsors of the Final Report defined in the Terms of Reference (or when otherwise agreed in writing by the parties).		
Daily Rate	<p>AUD [REDACTED] excluding GST for each day worked by the Specified Personnel (and pro-rated for period during which the Review Services are delivered less than 8 hours per day)</p> <p>Amounts payable will be invoiced at the end of each month and the invoice is payable by the Sponsors on the 20th day of the month following the month of receipt.</p>		
Other costs	The Sponsors will pay the Specified Personnel's actual and reasonable costs (including airfares, accommodation and travel) incurred for the purpose of the Review in accordance with the Terms of Reference and the Sponsor's policies.		
Special terms	- None -		
Notices details	<p>Sponsors:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Chief Executive / National Commander New Zealand Fire Service 80 The Terrace PO Box 2133 Wellington NEW ZEALAND</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p> </td> <td style="width: 50%; vertical-align: top;"> <p>National Rural Fire Officer National Rural Fire Authority 80 The Terrace PO Box 2133 Wellington NEW ZEALAND</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p> </td> </tr> </table> <p>AFAC: Chief Executive Officer Australian Fire and Emergency Service Authorities Council 340 Albert Street, East Melbourne Victoria 3002 AUSTRALIA</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p>	<p>Chief Executive / National Commander New Zealand Fire Service 80 The Terrace PO Box 2133 Wellington NEW ZEALAND</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p>	<p>National Rural Fire Officer National Rural Fire Authority 80 The Terrace PO Box 2133 Wellington NEW ZEALAND</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p>
<p>Chief Executive / National Commander New Zealand Fire Service 80 The Terrace PO Box 2133 Wellington NEW ZEALAND</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p>	<p>National Rural Fire Officer National Rural Fire Authority 80 The Terrace PO Box 2133 Wellington NEW ZEALAND</p> <p>Phone: [REDACTED] E-mail: [REDACTED]</p>		

Schedule 2. Review Services

As the Chair of the Review Team, you will be principally responsible to the Sponsors for the conduct of the Review, and the delivery of the outcomes of the Review, in accordance with the Terms of Reference.

Your role will include the following:

- identifying and gathering information relevant to the Review (including conducting interviews, reviewing records, and undertaking site inspections);
- analysing information, documentation, and records;
- preparing written reports;
- providing expert knowledge on fire control and emergency management systems;
- ensure that natural justice principles;
- providing expert knowledge on fire service operations;
- any other matters reasonable connected with the Terms of Reference;

It is expected that you will be required to travel to New Zealand twice for the purpose of providing these services:

- for approximately 3 weeks in May 2017 for the purpose of gathering information; and
- for a number of days in between August – November 2017 for the purpose of meeting with the Sponsors and discussing the draft and / or final reports produced by the Review Team

It is expected that the balance of the Review Services will be delivered from your regular offices, and that, following delivery of the Final Report to the Sponsors, you will be reasonably available for purposes connected with the Review on teleconference and e-mail basis.

Schedule 3. Terms of Reference

Released under the Official Information Act 1982



**PORT HILLS FIRES
2017**

OPERATIONAL REVIEW

Terms of Reference

Dated

28 April 2017

Released under the Official Information Act 1982

BACKGROUND

Port Hills Fires

1. Between 13 February 2017 - 15 February 2017, the New Zealand Fire Service Southern Communications Centre received a number of call outs to fires in the Port Hills region of Canterbury. The call outs related to fires that are understood to have started at approximately 5:00 pm on 13 February 2017, and were formally declared out on 21 April 2017. This document refers to the fires as the 'Port Hills Fires'.
2. Addressing the risk to life and property presented by the Port Hills Fires required emergency response services from a number of governmental and non-governmental agencies and organisations. Those included, but were not limited to, the following:
 - Selwyn District Council;²
 - Department of Conservation;
 - National Rural Fire Authority;
 - New Zealand Fire Service;
 - Rural fire authorities supporting Selwyn District Council and Department of Conservation;
 - New Zealand Police;
 - St John Ambulance; and
 - Ministry for Civil Defence and Emergency Management.

Fire Agencies' have certain statutory duties

3. This document refers to all rural fire authorities (pursuant to the Forest and Rural Fire Act 1977) that responded to the Port Hills Fires, the National Rural Fire Authority, and the New Zealand Fire Service, as 'Fire Agencies'.
4. The Fire Agencies each have certain statutory duties in connection with fire control and emergency management in New Zealand.³
5. in broad terms:
 - a. Rural fire authorities have particular duties, in their respective rural fire districts, for *fire control* (including the prevention, detection, suppression of fire, safeguarding life and property from risk), and complying with standards set by the National Rural Fire Authority, pursuant to the Forest and Rural Fires Act 1977.^{4,5}
 - b. As the Port Hills Fires were understood to have originated from two fires, located in the rural fire districts of Selwyn District Council, and the Department of Conservation, those two rural fire authorities (the 'Lead Fire Agencies'), would have had primary responsibility for fire control, in their respective rural fire districts, under the Forest and Rural Fires Act 1977.

¹ In this document, reference to an organisation includes that organisation's relevant employees and contractors.

² Selwyn District Council and Christchurch City Council are considered both (a) Fire Agencies in their capacities as rural fire authorities pursuant to the Forest and Rural Fires Act 1977, and (b) territorial authorities pursuant to the Local Government Act 2002).

³ The Fire Agencies' respective statutory duties are set out in full at Appendix A.

⁴ As set out in Appendix A, certain duties fall upon the respective Principal Rural Fire Officers appointed by those rural fire authorities.

⁵ As the term 'fire control' is defined in section 2, Forest and Rural Fires Act 1977

- c. The National Rural Fire Authority has particular duties to monitor and evaluate the performance of rural fire authorities, and to facilitate effective regional rural fire coordination, under the Fire Service Act 1975, and has further functions under the Forest and Rural Fires Act 1977.⁶
 - d. The New Zealand Fire Service has certain duties to ensure the effective, efficient, and economical management of its functions and activities, to provide for effective cooperation between all fire services, and to provide for cooperation between the New Zealand Fire Service and territorial authorities and regional councils, pursuant to the Fire Service Act 1975.⁷
 - e. A number of the Fire Agencies have duties pursuant to the Civil Defence Emergency Management Act 2002 and the National Civil Defence Emergency Management Plan 2015.⁸
6. It is anticipated that the Fire and Emergency New Zealand Bill (the 'Bill') will come into force on 1 July 2017.⁹ Under the Bill, urban emergency response services, and most rural emergency response services, in New Zealand will be provided by a single entity – *Fire and Emergency New Zealand*. Fire and Emergency New Zealand will have agreements with the Department of Conservation, and the New Zealand Defence Force, regarding the emergency response services that the organisations will provide to each other.¹⁰

PURPOSE

Purpose

- 7 The purpose of this Operational Review (the 'Review') is to, in respect of the response to the Port Hills Fires by the Fire Agencies, and through the Objectives, recommend any actions to enhance the effectiveness and efficiency with which the Fire Agencies carry out their respective statutory duties (and, from 1 July 2017, with which Fire and Emergency New Zealand will carry out its statutory duties).
8. This Review has been established with reference to the National Rural Fire Authority's draft *Operational Review Guidelines*, *Operational Review Terms of Reference*, and *Operational Review Workbook*.

Objectives

9. The particular objectives of the Review, through which the purpose will be achieved, will be to:
 - a. **Assess** the Fire Agencies' readiness for the Port Hills Fires;
 - b. **Assess** the effectiveness of the Fire Agencies responses (both individual agency responses, and the collective Fire Agency response) to the Port Hills Fires;
 - c. **Assess** the effectiveness of communication, coordination, and collaboration between the Fire Agencies (and, to the extent relevant, with other agencies), in the course of the response to the Port Hills Fires; and
 - d. **Assess** the Fire Agencies' provision of safe working environments for workers.

PARTIES

Sponsors

⁶ As set out in Appendix A, certain duties fall upon the National Rural Fire Officer appointed by the Chief Executive of the New Zealand Fire Service.

⁷ As set out in Appendix A, certain duties fall upon the National Rural Fire Officer, Chief Executive and /or National Commander.

⁸ As set out in Appendix A, certain duties fall upon the National Commander of the New Zealand Fire Service or the relevant Regional Commander of the New Zealand Fire Service.

⁹ The Bill is currently before Parliament.

¹⁰ The proposed statutory duties set out in the Bill, and organisations responsible for those duties, are set out in Appendix B.

10. This Operational Review is sponsored by the New Zealand Fire Service and the National Rural Fire Authority (the "Sponsors").¹¹ The particular sponsors are:

- a. Chief Executive, New Zealand Fire Service
- b. National Commander, New Zealand Fire Service
- c. National Rural Fire Officer, National Rural Fire Authority

Fire Agencies

11. The Sponsors expect that the Fire Agencies will cooperate with the Review Team in good faith and provide the Review Team with access to all information, records, and personnel, requested in the course of the Review.

12. The Lead Fire Agencies will have the opportunity to comment on the draft findings of the Review (in accordance with paragraph 25.c) prior to those findings being finalised.

Other Stakeholders

13. The Sponsors consider that, in addition to the Fire Agencies, the following organisations have particular interests in the matters that form the basis of the Review, and expect that they will cooperate with the Review Team as required for the purpose of the Review:

- a. Ministry of Civil Defence and Emergency Management;
- b. New Zealand Police;
- c. Professional Firefighters' Union;
- d. United Fire Brigades' Association, and
- e. Forest and Rural Fire Association of New Zealand.

14. The Review Team may consider it appropriate, in light of the purpose of the Review, to speak with parties and organisations in addition to those set out in these terms of reference.

SCOPE

Within scope

15. The Sponsors consider that the purpose of the Review will be achieved through the assessment of the Fire Agencies' operations and performance with particular reference to:

- a. the Fire Agencies' respective statutory duties, and
- b. the 4Rs of *Emergency Management* set out below:

4Rs OF EMERGENCY MANAGEMENT	
1. Readiness	a. Fire management planning
	b. Fire readiness measures
	c. Provision for multi-agency interoperability
2. Initial response	a. Notification and initial response
	b. (i) Initial size-up

¹¹ It is anticipated under the Bill that, from 1 July 2017, references to New Zealand Fire Service will be references to *Fire and Emergency New Zealand* (as further described below).

	b. (ii) Risk assessment
	b. (iii) Incident action plan
	c. Public information management
	d. Communication and coordination with relevant agencies
3. Extended response	a. Communication and coordination with relevant agencies
	b. Application of risk management principles
	c. CIMS command and control ¹²
	c. (i) Control
	c. (ii) Intelligence
	c. (iii) Planning
	c. (iv) Operations
	c. (v) Logistics
	c. (vi) Public information management
	d. Incident action plan compilation / implementation
	e. Incident record maintenance
	f. Logistics section establishment and maintenance
	g. Control, containment, suppression of fire(s)
4. Post-incident management	a. Assessment and reporting of damage, loss, and rehabilitation requirements
	b. Completion of post-incident reporting

16. If the Review Team considers it appropriate for the Review to assess any further matters, sufficiently connected to the matters set out above (considered in light of the purpose of the Review), they must first seek the Sponsors' approval for the scope of the Review to be amended accordingly.

Outside of scope

17. The Sponsors consider that the purpose of the Review will be achieved through exclusion of the following matters from assessment (except to the extent that they are directly relevant to the purpose and the objectives of the Review):
- a. The origin and cause of the Port Hills Fires (the Sponsors understand that these are the subject of an investigation being jointly undertaken by Selwyn District Council and Department of Conservation);
 - b. The circumstances of a helicopter accident that occurred on 14 February 2017 in the course of the emergency response to the Port Hills Fires (the Sponsors understand that those circumstances are the subject of an investigation being undertaken by the Traffic Accident Investigation Commission);
 - c. Any aspects of the civil defence response to the Port Hills Fires that are the subject of review or investigation by the Ministry of Civil Defence and Emergency Management;

¹² New Zealand Coordinated Incident Management System (1st edition)

- d. Any aspects of the response to the Port Hills Fires that are the principal subject of other reviews or investigations by agencies or organisations more closely connected with those matters (including by New Zealand Police, Traffic Accident Investigation Commission, Civil Aviation Authority, Worksafe and / or the Coroner);
 - e. The operations and / or performance of agencies other than the Fire Agencies; and
 - f. Any potential fault or liability in connection with the Port Hills Fires.
18. Notwithstanding those exclusions, the Sponsors expect that the Review Team:
- a. will consult and cooperate with other agencies or organisations as appropriate for the purpose of this Review;
 - b. will consider any information provided by other agencies or organisations (including the findings of any investigations or reviews undertaken by those parties), and
 - c. will not disclose any information, or make findings on information provided by those parties, that would prejudice the processes or outcomes of such other investigations or reviews.

PRINCIPLES AND PROCESS

Principles

19. The Review will be undertaken in a manner that is Independent, Impartial, fair, in accordance with these terms of reference and in accordance with all relevant laws.
20. If making a finding that is potentially adverse to any person or organisation, the Review Team must comply with the principles of natural justice (including informing that person or organisation of the matters on which the proposed finding is based, providing them a fair opportunity to respond to those matters, and genuinely considering that response in the course of making its findings).
21. Where relevant, the Review will have express reference to the following:
- a. all laws and regulations relevant to the Review's purpose (including, but not limited to the provisions of the Fire Services Act 1975, the Forest and Rural Fire Act 1977, the Civil Defence Emergency Management Act 2002, the Civil Defence and Emergency Management Act 1977);
 - b. the *New Zealand Coordinated Incident Management System (1st edition)*;
 - c. all relevant Fire Agencies' policies and procedures, and
 - d. the draft *National Rural Fire Authority Operational Review Workbook and Operational Review Guidelines*.
22. The Review Team will liaise with the Sponsors, in respect of its costs, to ensure that these are kept to a reasonable level while allowing the Review to achieve its purpose.
23. The Review Team may accept any information that it considers appropriate, and will not be bound by the rules of evidence applicable to a Court. The Review is not a judicial inquiry or an inquiry pursuant to section 59 of the Forest and Rural Fires Act 1977. The Sponsors do not expect the Review Team to hold hearings, or to allow for the cross-examination of witnesses.

Process

24. Subject to these terms of reference, the Review Team will determine its own procedure for undertaking the Review, and will carry out the Review as expeditiously as possible.
25. The Sponsors expect the Review Team will adopt the following general process:
- a. A fact-finding stage (which may include conducting interviews, reviewing records, site inspections, commissioning specialist reports, and calling for submissions).
 - b. Analysis of information gathered.¹³
 - c. Preparation of a draft report of its findings (consistent with the requirements set out at paragraphs 25 e.i – 25 e.iii), and the provision of that draft report to the Sponsors, and the Lead Fire Agencies, in confidence for comment (with the aim of providing the draft report to those parties by mid-July 2017).
 - d. Genuine consideration of any feedback received from the Sponsors and Lead Fire Agencies on the draft report (and, if necessary, undertaking any further analysis, or amendments to the draft report, in light of that feedback).
 - e. Preparation of a final report of its findings (the 'Final Report'), and providing that to the Sponsors. The Final Report must set out:
 - i. the process followed by the Review Team;
 - ii. the Review Team's findings on the matters set out in the objectives section, and scope section, of these terms of reference (including reasons for those findings and the information on which those findings are based);
 - iii. the Review Team's recommendations on the matters set out in the objectives section, and scope section, of these terms of reference (including reasons for those recommendations and the information on which those recommendations are based).

Information Sources

26. The Review Team will consider all information that it considers relevant to the purpose of the review.
27. That information will include, but not be limited to, the following:

Documentation	Operational debriefs
	Transcripts and firelogs
	Policies, procedures and standards
Personnel	Selwyn District Council
	Department of Conservation
	Christchurch City Council
	National Rural Fire Authority
	New Zealand Fire Service
	New Zealand Fire Service Commission
	Other rural fire authorities that attended the Port Hills Fires

¹³ To the extent relevant to the information gathered, the Review Team may wish to use the National Rural Fire Authority draft *Operational Review Workbook* for the purpose of gathering, analysing, and presenting this information and its draft findings.

	Suppliers of resources engaged by the Fire Agencies to provide relevant resources (ie. suppliers of aerial fire fighting resources)
Physical Inspections	Incident ground

Confidentiality and disclosure

- 28. The Review Team will provide its draft report to the Sponsors and the Lead Fire Agencies, for the purposes of paragraph 25.c, exclusively on the basis that the Lead Fire Agencies will keep the contents of the draft report confidential.
- 29. The Review Team will provide its Final Report to the Sponsors on the completion of the Review. The Sponsors will then determine the information from the Review that is to be made publically available.
- 30. The Review Team will keep the draft report, the Final Report, and all information relating to the Review confidential, and not disclose such information, except as otherwise provided in these Terms of Reference, with the agreement of each of the Sponsors, or as required under the Official Information Act 1982.

Costs

- 31. The Sponsors will meet the actual and reasonable costs of the Review Team in undertaking the Review (and all other parties will meet their own costs).

REVIEW TEAM

- 32. The Review will be undertaken by the following personnel: (the 'Review Team')

Mr Alan Goodwin (Chair)	Mr Trevor Brown	Mr Bryan Cartelle
<i>Manager, National Resource Sharing Centre, Australian Fire and Emergency Authorities Council</i>	<i>National Operational Efficiency Manager, New Zealand Fire Service</i>	<i>Principal Rural Fire Officer, Auckland Council</i>

APPROVAL

Signed on behalf of *New Zealand Fire Service* as Fire Agency and Sponsor

Signature: 

Name: *PAUL MCGILL*

Date:

Released under the Official Information Act 1982

Signed on behalf of National Rural Fire Authority as Fire Agency and Sponsor

Signature:

Name: Kevin O'Connor

Date: 28 April 2017

Signed on behalf of Selwyn District Council as Lead Fire Agency

Signature:

Name:

Date:

Signed on behalf of Department of Conservation as Lead Fire Agency

Signature:

Name:

Date:

Released under the Official Information Act 1982

Released under the Official Information Act 1982

APPENDIX A: STATUTORY DUTIES OF FIRE AGENCIES PURSUANT TO CIVIL DEFENCE LEGISLATION

NEW ZEALAND FIRE SERVICE (PERSONNEL) ¹		NATIONAL RURAL FIRE AUTHORITY (PERSONNEL)/ RURAL FIRE AUTHORITY (PERSONNEL)
<p>The principles underlying the role of the New Zealand Fire Service in the National Civil Defence Emergency Management Plan 2016 (CDEMPP) are as follows:²</p>	<p>The role of the National Commander of the New Zealand Fire Service during an emergency in the CDEMPP are as follows:³</p>	<p>Role of the National Rural Fire Authority, Rural Fire Authorities, National Rural Fire Officer, and (Principal) Rural Fire Officer (as the case may be) during an emergency in the CDEMPP are as follows:⁴</p>
<ol style="list-style-type: none"> Plan for, and prepare to fully participate in, the response to any emergency, while at the same time maintaining the capability to deliver its existing operational mandate. Work in concert with the requirements of national, CDEM Group, and local CDEM plans. Ensure that Fire Services incident management structures adhere to, or work within, the direction and principles of the current CIMS structures. Develop and maintain the capacity to provide an operational response (including incident management, liaison, and advisory support) to CDEM at the national, CDEM Group, and local level. Liaise with other members of the Fire Services to co-ordinate an effective response to an emergency. 	<ol style="list-style-type: none"> Responsible to the Director and the National Controller for the mobilisation, co-ordination, and control of fire services Should maintain communications with the national fire coordination centre, inform the Director and the National Controller of significant incidents, and advise on subsequent actions taken or to be taken. Responsible for co-ordinating fire services operations and providing the resources required to undertake requests for assistance. Advices on fire services operations, urban search priorities and the resources required to continue operations. <p>Role of the Fire Region Commander of New Zealand Fire Service during an emergency in the CDEMPP are as follows:⁵</p>	<ol style="list-style-type: none"> Under section 36 of the Forest and Rural Fires Act 1977, principal fire officers of the rural fire authorities have powers to control fires occurring in forest and vegetation within their districts. If a regional fire emergency exists under section 36 of the Forest and Rural Fires Act 1977, the National Rural Fire Officer may, in the public interest, take charge or appoint a Principal Rural Fire Officer or other appropriate fire officer to take charge for the duration of the emergency. If a state of emergency declaration is proposed in a rural fire authority's area in response to a rural fire, the appropriate Local Controllers or CDEM Group Controllers will ensure appropriate liaison with the Principal Rural Fire Officer before and after the emergency is declared. While a state of emergency exists under the Civil Defence Emergency Act 2002, a (principal) Rural Fire Officer may cause water to be shut off to obtain greater supply and water pressure for extinguishing or restricting the spread of fire. He/she may enter land or premises and take water from any source of water supply (see section 35(1)(f) of the FRFA for details).
<p>The roles of the Fire Service during reduction and resilience in the CDEMPP are as follows:⁶</p>		
<ol style="list-style-type: none"> The New Zealand Fire Service maintains business continuity plans to ensure that its functions can continue during an emergency. Those plans identify key risks, prioritise business, plan for the continuance of critical business, and provide for the redeployment of staff. The New Zealand Fire Service emergency and command planning forms the basis for fire services operations, including action in a state of emergency, and refers to and integrates with CDEM plans at national, CDEM Group, and local levels. The New Zealand Fire Service participates in multi-agency emergency planning and exercises contributing to a co-ordinated response using the CIMS. The New Zealand Fire Service operates and reviews co-ordination schemes between fire brigades in accordance with the Fire Services Act 1976. 	<ol style="list-style-type: none"> Mobilising, coordinating and controlling the Fire Services. Maintaining communications with the national fire coordination centre, informing the Local Controllers or CDEM Group Controllers of significant incidents, and advising on subsequent actions taken or to be taken. Supporting the Local Controllers or CDEM Group Controllers, coordinating Fire Services operations and providing resources required to undertake requests for assistance. Advising the Local Controllers or Group Controller. Advising on Fire Services operations, urban search and rescue priorities and the resources required to continue operations. 	
<p>The roles of Fire Service during response and recovery in the CDEMPP are as follows:⁷</p>		
<ol style="list-style-type: none"> The role of the fire services during the response to and recovery from an emergency includes, subject to arrangements agreed between the fire services in relation to a particular emergency,— <ol style="list-style-type: none"> firefighting to control, contain, and extinguish fires; containing releases and spillages of hazardous substances; urban search and rescue; limiting damage, including the salvage of essential material from endangered locations; and redistributing water, in consultation with the relevant territorial authorities, for firefighting. 		

¹ 'Fire Services' are defined in the National Civil Defence Emergency Management Plan 2016 to include the New Zealand Fire Service, National Rural Fire Authority, rural fire authorities, and other fire services or brigades that have roles and responsibilities during response and recovery.

² National Civil Defence Emergency Management Plan 2016, section 44

³ National Civil Defence Emergency Management Plan 2016, section 45

⁴ National Civil Defence Emergency Management Plan 2016, subsection 46(1)

⁵ National Civil Defence Emergency Management Plan 2016, subsection 46(4)(b)

⁶ National Civil Defence Emergency Management Plan 2016, subsection 46(4)(e)

⁷ National Civil Defence Emergency Management Plan 2016, subsections 46(5) – 46(7)

- 1 S3, FSA
- 2 S14, FSA
- 3 Subs 20(1), FSA
- 4 Subs 20(2)(a), FSA
- 5 Subs 20(2)(b), FSA
- 6 Subs 21(1), FSA
- 7 Subs 21(2), FSA
- 8 S3, FSA
- 9 Subs 20(1), FSA
- 10 Subs 20(2), FSA
- 11 Subs 20(4), FSA
- 12 Subs 20(4), FSA
- 13 Subs 17B(1), FSA
- 14 S17E, FSA
- 15 Subs 17M(1), FSA
- 16 S17D, FSA
- 17 Subs 20(1), FSA
- 18 Subs 23(2), FSA
- 19 S14A, FSA
- 20 S17X, FSA
- 21 Subs 18(2), FRFA
- 22 S12, FRFA
- 23 Subs 18(1), FRFA
- 24 Subs 30(1)(b), FRFA
- 25 S36, FRFA
- 26 S36, FRFA

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APPENDIX B: ANTICIPATED STATUTORY DUTIES UNDER FIRE AND EMERGENCY NEW ZEALAND BILL.

FIRE EMERGENCY NEW ZEALAND (FENZ) / BOARD	AUTHORISED PERSON	LOCAL ADVISORY COMMITTEES (LAC)	DEPARTMENT OF CONSERVATION (DOC)	NEW ZEALAND DEFENCE FORCE (NZDF)
<p>FENZ is the same body as the New Zealand Fire Service Commission.</p> <p>The principal objectives of FENZ are:¹</p> <ol style="list-style-type: none"> To reduce the incidence of unwanted fire and the associated risk to life and property. To protect and preserve life; prevent or limit injury; prevent or limit damage to property and land; and prevent or limit damage to the environment. <p>The main functions of FENZ are (among other things):²</p> <ol style="list-style-type: none"> To promote fire safety. To provide fire prevention, response and suppression services. To efficiently administer the FENZ Act. <p>FENZ must undertake local planning for each local area that takes into account matters including, the national strategy, the fire plan for the local area, the advice from the relevant LAC, any current operational service agreement with DOC and the NZDF, and that identifies the specific needs, resources, constraints and capabilities in the local area that are relevant to FENZ's functions.³</p> <p>FENZ must prepare and issue a fire plan for each local area, including policies and procedures for fire control.⁴</p> <p>FENZ may:⁵</p> <ol style="list-style-type: none"> Prohibit the lighting of fires in open air in an area; or Prohibit or restrict any other activity in an area, including access to an area, that FENZ considers may cause a fire to start or spread <p>provided that FENZ considers that fire risk conditions exist or are likely to exist in the area, and the prohibition or restriction is necessary or desirable for fire control.⁶ However, FENZ may not prohibit a person who resides or works in an area from accessing the area.⁷ FENZ may publicly notify a prohibition or restriction or provide notice of the prohibition or restriction directly to any person.⁸</p> <p>FENZ may, by public notice, declare for any area a prohibited fire season or a restricted fire season.⁹ FENZ may, by public notice, amend or revoke such a declaration.¹⁰ FENZ may, by public notice, impose restrictions on the lighting of fires in open air on public conservation land that is in an area that is in a restricted fire season.¹¹</p> <p>FENZ may, by notice, if it reasonably considers it necessary for the purpose of fire control, require a landholder to make and clear any firebreak on the landholder's land or to remove from any firebreak any vegetation or other thing.¹²</p> <p>FENZ may, by notice, require the occupier or owner of land to remove or destroy any vegetation or other thing on the land if FENZ reasonably considers that the vegetation or other thing is likely to endanger persons or property by increasing the risk of the outbreak or spread of fire.¹³</p> <p>FENZ may, after oral notice from an authorised person to the occupier or owner of land, remove or destroy any vegetation or other thing on the land if FENZ reasonably considers that the vegetation or other thing is a source of imminent danger from fire to life, property or any road.¹⁴</p> <p>The Board of FENZ must formulate the operating principles of FENZ. These operating principles must be aimed at guiding FENZ and designed to assist FENZ carry out its functions effectively and in a co-ordinated manner, to work co-operatively and collaboratively with other relevant organisations and to carry out consultation with relevant stakeholders and organisations.¹⁵</p> <p>The Board must establish as many LAC as it considers appropriate.¹⁶ The Board must develop operating principles to guide the way in which the LAC operate and the interactions between the LAC and FENZ.¹⁷</p>	<p>An Authorised Person is a person who is authorised by the Board to perform or exercise a function, duty or power under the FENZ Act and regulations made under the Act.</p> <p>If an alarm of fire is raised or any fire is reported, an Authorised Person responding to the emergency may:¹⁸</p> <ol style="list-style-type: none"> Endeavour by all practicable means to extinguish or prevent the spread of fire, or if considered appropriate under the circumstances to let any fire burn, and to save lives and property in danger. Direct any person to stop any activity that may contribute to the emergency. Request any person to take any action to prevent or limit the extent of the emergency. Direct any person to leave any place near the emergency. Direct any person to refrain from entering the vicinity of the emergency. <p>The Authorised Person who is in charge of personnel responding to an emergency must control and direct all FENZ personnel, defence fire brigades and industry brigades and all persons who place their services at the Authorised Person's disposal.¹⁹</p> <p>An Authorised Person has statutory powers in relation to land, buildings and structures and vegetation in connection with the performance or exercise of his/her functions, duties or powers.²⁰</p> <p>An Authorised Person who is in charge of personnel engaged in an emergency has other statutory powers, including a power to generally do all things that are reasonably necessary to:²¹</p> <ol style="list-style-type: none"> Protect and preserve life. Prevent or limit injury. Prevent or limit damage to property or land. Prevent or limit damage to the environment. 	<p>The main purpose of the LAC is to provide advice, from a local perspective, to FENZ.²²</p> <p>The functions of the LAC include:²³</p> <ol style="list-style-type: none"> To undertake efficient and effective local engagement for the Board. To provide local advice to FENZ on the national strategy, local issues and local planning. To consider and promote the interests of the local area's FENZ volunteers. To consider the provisions of any current operational service agreement and memorandum of understanding that FENZ has and that is relevant to a local area in relation to which the LAC has responsibility, including the operational service agreements with DOC and the NZDF. <p>Each LAC must, in carrying out its functions, have regard to the operating principles developed by the Board.²⁴</p>	<p>FENZ and the Director-General of Conservation must take reasonable steps to agree on any policy for fire control services that relate to, have an impact on, or have implications for public conservation land and additional land.²⁵</p> <p>FENZ and DOC must take reasonable steps to enter into a 3-yearly operational service agreement that sets out:²⁶</p> <ol style="list-style-type: none"> The designated services that FENZ will deliver to DOC; and The fire control services that DOC will deliver to FENZ. 	<p>FENZ and NZDF must take reasonable steps to enter into a 3-yearly operational service agreement that sets out:²⁷</p> <ol style="list-style-type: none"> The designated services that FENZ will deliver to NZDF; and The designated services that NZDF will deliver to FENZ. <p>Every agreement entered into by the Chief of NZDF and FENZ must provide for the command of a defence fire brigade and any other FENZ personnel when they are operating together, whether in a defence area or otherwise.²⁸</p>

- ¹ S10, FENZ Bill
- ² Subs 11(2), FENZ Bill
- ³ Subs 21A(1), FENZ Bill
- ⁴ S21B, FENZ Bill
- ⁵ Subs 49(1), FENZ Bill
- ⁶ Subs 49(2), FENZ Bill
- ⁷ Subs 49(3), FENZ Bill
- ⁸ Subs 49(5), FENZ Bill
- ⁹ Subs 53(1), FENZ Bill
- ¹⁰ Subs 53(3), FENZ Bill
- ¹¹ Subs 53(4), FENZ Bill
- ¹² Subs 88(1), FENZ Bill
- ¹³ S58C, FENZ Bill
- ¹⁴ S58F, FENZ Bill
- ¹⁵ S13, FENZ Bill
- ¹⁶ S14, FENZ Bill
- ¹⁷ S18, FENZ Bill
- ¹⁸ S35, FENZ Bill
- ¹⁹ S38, FENZ Bill
- ²⁰ S39 and S40, FENZ Bill
- ²¹ Subs 41(1)(a), FENZ Bill (other statutory powers are set out in S41, FENZ Bill)
- ²² Subs 13A(1), FENZ Bill
- ²³ Subs 13A(2), FENZ Bill
- ²⁴ Subs 13A(3), FENZ Bill
- ²⁵ S108, FENZ Bill
- ²⁶ S110, FENZ Bill
- ²⁷ S111, FENZ Bill
- ²⁸ Subs 113(1), FENZ Bill

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APPENDIX A: STATUTORY DUTIES OF FIRE AGENCIES PURSUANT TO EMPOWERING LEGISLATION

NEW ZEALAND FIRE SERVICE COMMISSION	NEW ZEALAND FIRE SERVICE	CHIEF EXECUTIVE AND NATIONAL COMMANDER NEW ZEALAND FIRE SERVICE	NATIONAL RURAL FIRE AUTHORITY	NATIONAL RURAL FIRE OFFICER NATIONAL RURAL FIRE AUTHORITY (NRFA)	RURAL FIRE AUTHORITIES	(PRINCIPAL) RURAL FIRE OFFICER NATIONAL RURAL FIRE AUTHORITY
<p>The New Zealand Fire Service Commission controls the New Zealand Fire Service (being the employees of the Commission, and every volunteer fire brigade registered with the Commission).ⁱ</p> <p>The New Zealand Fire Service Commission has the following functions under the Fire Service Act 1975 ('FSA').ⁱⁱ</p> <ol style="list-style-type: none"> All functions and activities of the Commission set out in the FSA. All functions and activities of the Commission in its roles as the National Rural Fire Service set out in the FSA. General control of the Fire Service, its functions and activities. The efficient administration of the FSA. <p>It is a matter of prime importance for the Commission to take an active and co-ordinating role in the promotion of fire safety in New Zealand.ⁱⁱⁱ</p> <p>In promoting fire safety, the Commission must seek to reduce continually the incidence of fire and the attendant risk to life and property.^{iv}</p> <p>In promoting fire safety, the Commission must seek to achieve unity and completeness of fire safety law and practice.^v</p> <p>The Commission must seek to achieve co-ordination between territorial authorities, government departments (and other professions and industries) in matters relating to fire safety.^{vi}</p> <p>The functions of the Commission in relation to the promotion of fire safety include:^{vii}</p> <ol style="list-style-type: none"> Establishing close and harmonious working relations with industry, government departments, territorial authorities, and other bodies and organisations. Seeking to ensure that knowledge affecting fire safety gained by the Commission is applied throughout the community. Research into methods and practice of fire safety. Seeking continuously for new ways to reduce the incidence of fire and the risk to life from fire. 	<p>The New Zealand Fire Service consists of the employees of the Commission, and every volunteer fire brigade registered with the Commission).^{viii}</p> <p>A Chief Fire Officer must operate all fire brigades in the relevant Fire District in accordance with the policy of the Commission and the operational instructions of the National Commander to provide protection for that fire district.^{ix}</p> <p>In the event of a fire alarm or fire, the Chief Fire Officer of a Fire District must proceed to the place of the call, and endeavour by all practical means to extinguish and prevent the spread of the fire, and to save lives and property in danger.^x</p> <p>In the event of a fire within a Chief Fire Officer's Fire District, the Chief Fire Officer may exercise a range of statutory powers for the purpose of attending to the fire.^{xi}</p> <p>In the event of a fire outside of a Chief Fire Officer's Fire District, the Chief Fire Officer may proceed to the emergency, and take action necessary to save lives and property in danger.^{xii}</p>	<p>The Chief Executive of the New Zealand Fire Services is responsible to the Commission for the following under the FSA:^{xiii}</p> <ol style="list-style-type: none"> The general conduct of the functions and activities of the Fire Services. The efficient, effective, and economical management of the functions and activities of the Fire Service. <p>The Chief Executive must from time to time review the efficiency and economy of the Fire Service.^{xiv}</p> <p>The National Commander is responsible to the Chief Executive of the Fire Service for the command and operation of the Fire Service, including:^{xv}</p> <ol style="list-style-type: none"> Issuing of operational instructions. Publishing of the Firefighting Code of Practice. <p>The National Commander shall:^{xvi}</p> <ol style="list-style-type: none"> Make provision in every Fire District for the suppression and extinction of fires, and the safety of premises and property endangered by fire. Ensure that the Fire Service is maintained in a state of operational efficiency. Make provision for effective cooperation between all fire services, (whether or not established under the FSA). Make provision for cooperation between the Fire Service and territorial authorities and regional councils. <p>The National Commander shall, in accordance with the policy of the Commission:^{xvii}</p> <ol style="list-style-type: none"> Be charged with the direction of all technical matters (including training). Be charged with the operational command of the Fire Service (and any other functions delegated from the Chief Executive of the Fire Service). <p>The National Commander may:</p> <ol style="list-style-type: none"> Review co-ordination schemes between fire brigades (including defence fire brigades and industrial fire brigades) and Fire Authorities under the Forest and Rural Fires Act 1977. Undertake a range of other actions related to allocating responsibilities and entering into agreements for the purpose of schemes, activities, and/or fire protection – including with the Chief of the Defence Force, and / or the Directors of Civil Defence and Emergency Management Groups. <p>The National Commander has all of the powers of the Commission as necessary for the purpose of exercising his/her functions and duties.^{xviii}</p>	<p>The Commission has the following functions and powers as the National Rural Fire Authority (NRFA):^{xix}</p> <ol style="list-style-type: none"> Be the NRFA for the purposes of the Forest and Rural Fires Act 1977 (FRFA). Advise the Minister (Minister of Internal Affairs) on matters relating to the FSA, the FRFA, or any other Act. Perform the functions of the NRFA. Consult with all national organisations (including government departments and Crown agencies) which function as Fire Authorities, and with those organisations which represent the interest of difference classes of Fire Authorities. Co-ordinate all matters relating to national rural fire control. Facilitate effective regional rural fire co-ordination. Set minimum standards for Fire Authorities in relation to matters such as training, equipment, timely responses to fires, and assessing fire hazards. Audit Fire Authorities' compliance with the standards above. Monitor and evaluate the performance of Fire Authorities under FRFA. 	<p>The National Rural Fire Officer is responsible to the Chief Executive of the New Zealand Fire Service for:^{xx}</p> <ol style="list-style-type: none"> Ensuring the effective and efficient functioning of the Commission in its capacity as the NRFA. Advising the Commission, Chief Executive, and National Commander, on national rural fire co-ordination and on all matters pertaining to the FRFA. In the case of each serious rural fire emergency, taking charge of that emergency or appointing some other person to take charge of the emergency. Ensuring the effective regional co-ordination of Fire Authorities, and, for that purpose, establishing regional committees of PFOs. <p>It is the function of the NRFA to encourage and promote effective fire control measures.^{xxi}</p>	<p>Every Rural Fire Authority (RFA):^{xxii}</p> <ol style="list-style-type: none"> Must promote and carry out fire control measures in its district. May, in its discretion, promote and carry out such fire control measures as it thinks fit in any area or place adjoining its district in which there is no fire authority. Must comply with the standards set by the NRFA. Must keep and maintain a current fire plan for its district containing certain prescribed information. <p>Every RFA must take appropriate fire control measures in respect of its area, including that it must:^{xxiii}</p> <ol style="list-style-type: none"> Observe weather conditions. Assess fire hazard. Give warning of imminence of fire hazard conditions. Give any information available in relation to fire hazard conditions. <p>Where any vegetation fires have spread (or may spread) beyond the district of a single Fire Authority, a regional fire emergency exists, and the NRFO may take charge or appoint a Principal Rural Fire Officer (PRFO) to take charge. If the NRFO exercises that function, they must notify the Fire Authority of each relevant district of the name of the person taking charge (and fire officers of the relevant district must carry out all instructions given by the person appointed to take charge).^{xxiv}</p>	<p>For the purposes of fire control, upon the outbreak of fire, a Principal Fire Officer or district Rural Fire Officer <i>must</i> perform the following duties:^{xxv}</p> <ol style="list-style-type: none"> When advised of a fire, proceed to the place of the fire, and, if it constitutes a hazard to life or property, endeavour by all practical means to extinguish the fire, to prevent its spread and to save lives and property in danger. To have the control and direction of any brigade present at the fire, or any person present at the fire who is volunteering their services or whose services are required (see section 36(1)(b) FRFA). <p>For the purposes of fire control, upon the outbreak of fire, a Principal Fire Officer or district Rural Fire Officer <i>may</i> exercise the following powers:^{xxvi}</p> <ol style="list-style-type: none"> Take or give directions for taking any apparatus required to be used at a fire into, through or upon any land, house, building or premises which he/she considers convenient for the purpose. Take any measures which are reasonable in the circumstances and which appear to him/her to be necessary or expedient (for e.g. causing the destruction or removal of fences and/or vegetation; and causing any house, building or structure to be entered into, taken possession of, pulled down or otherwise removed). Cause any street, road, private road, right of way, or thoroughfare in the vicinity of any fire or likely to be affected by the fire or by firefighting operations to be closed for traffic during the continuance of the fire. Shut off or disconnect the supply of gas or electricity to any building which is on fire or which is in the vicinity of any fire. Order to withdraw or remove (or direct the removal of) any persons who interfere with firefighting operations; or who are on/in any land, building or premises burning or threatened by fire, unless they have a pecuniary interest therein or in any goods/values thereon. At the time of the fire or afterwards, pull down or shore up any wall or building which in his/her opinion is so damaged by fire as to be or to be likely to become dangerous to life or property. The expense is to be borne by the building owner and shall be paid to the Fire Authority.

APPENDIX A: STATUTORY DUTIES OF FIRE AGENCIES PURSUANT TO CIVIL DEFENCE LEGISLATION

NEW ZEALAND FIRE SERVICE (PERSONNEL)¹

NATIONAL RURAL FIRE AUTHORITY (PERSONNEL)/ RURAL FIRE AUTHORITY (PERSONNEL)

The principles underlying the role of the **New Zealand Fire Service** in the National Civil Defence Emergency Management Plan 2015 ('CDEMP') are as follow:²

1. Plan for, and prepare to fully participate in, the response to any emergency, while at the same time maintaining the capability to deliver its existing operational mandate.
2. Work in concert with the requirements of national, CDEM Group, and local CDEM plans.
3. Ensure that Fire Services incident management structures adhere to, or work within, the direction and principles of the current CIMS structure.
4. Develop and maintain the capacity to provide an operational response (including incident management, liaison, and advisory support) to CDEM at the national, CDEM Group, and local level.
5. Liaise with other members of the Fire Services to co-ordinate an effective response to an emergency.

The roles of the **Fire Service during reduction and readiness** in the CDEMP are as follow:³

1. The New Zealand Fire Service maintains business continuity plans to ensure that its functions can continue during an emergency.
2. Those plans identify key risks, prioritise business, plan for the continuance of critical business, and provide for the redeployment of staff.
3. The New Zealand Fire Service emergency and command planning forms the basis for fire services operations, including action in a state of emergency, and refers to and integrates with CDEM plans at national, CDEM Group, and local levels.
4. The New Zealand Fire Service participates in multi-agency emergency planning and exercises contributing to a co-ordinated response using the CIMS.
5. The New Zealand Fire Service operates and reviews co-ordination schemes between fire brigades in accordance with the Fire Services Act 1975.

The roles of **Fire Service during response and recovery** in the CDEMP are as follow:⁴

1. The role of the fire services during the response to and recovery from an emergency includes, subject to arrangements agreed between the fire services in relation to a particular emergency,—
 - (a) firefighting to control, contain, and extinguish fires;
 - (b) containing releases and spillages of hazardous substances;
 - (c) urban search and rescue;
 - (d) limiting damage, including the salvage of essential material from endangered locations; and
 - (e) redistributing water, in consultation with the relevant territorial authorities, for firefighting.

The roles of the **National Commander of the New Zealand Fire Service during an emergency** in the CDEMP are as follow:⁵

1. Responsible to the Director and the National Controller for the mobilisation, co- ordination, and control of fire services
2. Should maintain communications with the national fire co- ordination centre, inform the Director and the National Controller of significant incidents, and advise on subsequent actions taken or to be take.
3. Responsible for co-ordinating fire services operations and providing the resources required to undertake requests for assistance.
4. Advises on fire services operations, urban search priorities and the resources required to continue operations.

Role of the **Fire Region Commander of New Zealand Fire Service during an emergency** in the CDEMP are as follow:⁶

1. Mobilising, coordinating and controlling the Fire Services.
2. Maintaining communications with the national fire coordination centre, informing the Local Controllers or CDEM Group Controllers of significant incidents, and advising on subsequent actions taken or to be taken.
3. Supporting the Local Controllers or CDEM Group Controllers, coordinating Fire Services operations and providing resources required to undertake requests for assistance.
4. Advising the Local Controllers or Group Controller.
5. Advising on Fire Services operations, urban search and rescue priorities and the resources required to continue operations.

Role of the National Rural Fire Authority, Rural Fire Authorities, National Rural Fire Officer, and (Principal) Rural Fire Officer (as the case may be) during an emergency in the CDEMP are as follow:⁷

1. Under section 36 of the Forest and Rural Fires Act 1977, **principal fire officers** of the rural fire authorities have powers to control fires occurring in forest and vegetation within their districts.
2. If a regional fire emergency exists under section 39 of the Forest and Rural Fires Act 1977, the **National Rural Fire Officer** may, in the public interest, take charge or appoint a Principal Rural Fire Officer or other appropriate fire officer to take charge for the duration of the emergency.
3. If a state of emergency declaration is proposed in a rural fire authority's area in response to a rural fire, the appropriate Local Controllers or CDEM Group Controllers will ensure appropriate liaison with the **Principal Rural Fire Officer** before and after the emergency is declared.
4. While a state of emergency exists under the Civil Defence Emergency Act 2002, a (**principal**) **Rural Fire Officer** may cause water to be shut off to obtain greater supply and water pressure for extinguishing or restricting the spread of fire. He/she may enter land or premises and take water from any source of water supply (see section 36(1)(f) of the FRFA for details).

¹ 'Fire Services' are defined in the National Civil Defence Emergency Management Plan 2015 to include the New Zealand Fire Service, National Rural Fire Authority, rural fire authorities, and other fire services or brigades that have roles and responsibilities during response and recovery.

² National Civil Defence Emergency Management Plan 2015, section 44

³ National Civil Defence Emergency Management Plan 2015, section 45

⁴ National Civil Defence Emergency Management Plan 2015, subsection 46(1)

⁵ National Civil Defence Emergency Management Plan 2015, subsection 46(4)(b)

⁶ National Civil Defence Emergency Management Plan 2015, subsection 46(4)(a)

⁷ National Civil Defence Emergency Management Plan 2015, subsections 46(5) – 46(7)

- ⁱ S3, FSA
- ⁱⁱ S14, FSA
- ⁱⁱⁱ Subs 20(1), FSA
- ^{iv} Subs 20(2)(a), FSA
- ^v Subs 20(2)(b), FSA
- ^{vi} Subs 21(1), FSA
- ^{vii} Subs 21(2), FSA
- ^{viii} S3, FSA
- ^{ix} Subs 28(1), FSA
- ^x Subs 28(2), FSA
- ^{xi} Subs 28(4), FSA
- ^{xii} Subs 28A(1), FSA
- ^{xiii} Subs 17B(1), FSA
- ^{xiv} S17E, FSA
- ^{xv} Subs 17N(1), FSA
- ^{xvi} S17O, FSA
- ^{xvii} Subs 23(1), FSA
- ^{xviii} Subs 23(2), FSA
- ^{xix} S14A, FSA
- ^{xx} S17X, FSA
- ^{xxi} Subs 18(2), FRFA
- ^{xxii} S12, FRFA
- ^{xxiii} Subs 18(1), FRFA
- ^{xxiv} Subs 39(1)(b), FRFA
- ^{xxv} S36, FRFA
- ^{xxvi} S36, FRFA

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FIRE EMERGENCY NEW ZEALAND (FENZ) / BOARD	AUTHORISED PERSON	LOCAL ADVISORY COMMITTEES (LAC)	DEPARTMENT OF CONSERVATION (DOC)	NEW ZEALAND DEFENCE FORCE (NZDF)
<p>FENZ is the same body as the New Zealand Fire Service Commission.</p> <p>The principal objectives of FENZ are:ⁱ</p> <ol style="list-style-type: none"> To reduce the incidence of unwanted fire and the associated risk to life and property. To protect and preserve life; prevent or limit injury; prevent or limit damage to property and land; and prevent or limit damage to the environment. <p>The main functions of FENZ are (among other things):ⁱⁱ</p> <ol style="list-style-type: none"> To promote fire safety. To provide fire prevention, response and suppression services. To efficiently administer the FENZ Act. <p>FENZ must undertake local planning for each local area that takes into account matters including, the national strategy, the fire plan for the local area, the advice from the relevant LAC, any current operational service agreement with DOC and the NZDF, and that identifies the specific needs, resources, constraints and capabilities in the local area that are relevant to FENZ's functions.ⁱⁱⁱ</p> <p>FENZ must prepare and issue a fire plan for each local area, including policies and procedures for fire control.^{iv}</p> <p>FENZ may:^v</p> <ol style="list-style-type: none"> Prohibit the lighting of fires in open air in an area; or Prohibit or restrict any other activity in an area, including access to an area, that FENZ considers may cause a fire to start or spread <p>provided that FENZ considers that fire risk conditions exist or are likely to exist in the area, and the prohibition or restriction is necessary or desirable for fire control.^{vi} However, FENZ may not prohibit a person who resides or works in an area from accessing the area.^{vii} FENZ may publicly notify a prohibition or restriction or provide notice of the prohibition or restriction directly to any person.^{viii}</p> <p>FENZ may, by public notice, declare for any area a prohibited fire season or a restricted fire season.^{ix} FENZ may, by public notice, amend or revoke such a declaration.^x FENZ may, by public notice, impose restrictions on the lighting of fires in open air on public conservation land that is in an area that is in a restricted fire season.^{xi}</p> <p>FENZ may, by notice, if it reasonably considers it necessary for the purpose of fire control, require a landholder to make and clear any firebreak on the landholder's land or to remove from any firebreak any vegetation or other thing.^{xii}</p> <p>FENZ may, by notice, require the occupier or owner of land to remove or destroy any vegetation or other thing on the land if FENZ reasonably considers that the vegetation or other thing is likely to endanger persons or property by increasing the risk of the outbreak or spread of fire.^{xiii}</p> <p>FENZ may, after oral notice from an authorised person to the occupier or owner of land, remove or destroy any vegetation or other thing on the land if FENZ reasonably considers that the vegetation or other thing is a source of imminent danger from fire to life, property or any road.^{xiv}</p> <p>The Board of FENZ must formulate the operating principles of FENZ. These operating principles must be aimed at guiding FENZ and designed to assist FENZ carry out its functions effectively and in a co-ordinated manner, to work co-operatively and collaboratively with other relevant organisations and to carry out consultation with relevant stakeholders and organisations.^{xv}</p> <p>The Board must establish as many LAC as it considers appropriate.^{xvi} The Board must develop operating principles to guide the way in which the LAC operate and the interactions between the LAC and FENZ.^{xvii}</p>	<p>An Authorised Person is a person who is authorised by the Board to perform or exercise a function, duty or power under the FENZ Act and regulations made under the Act.</p> <p>If an alarm of fire is raised or any fire is reported, an Authorised Person responding to the emergency may:^{xviii}</p> <ol style="list-style-type: none"> Endeavour by all practicable means to extinguish or prevent the spread of fire, or if considered appropriate under the circumstances to let any fire burn, and to save lives and property in danger. Direct any person to stop any activity that may contribute to the emergency. Request any person to take any action to prevent or limit the extent of the emergency. Direct any person to leave any place near the emergency. Direct any person to refrain from entering the vicinity of the emergency. <p>The Authorised Person who is in charge of personnel responding to an emergency must control and direct all FENZ personnel, defence fire brigades and industry brigades and all persons who place their services at the Authorised Person's disposal.^{xix}</p> <p>An Authorised Person has statutory powers in relation to land, buildings and structures and vegetation in connection with the performance or exercise of his/her functions, duties or powers.^{xx}</p> <p>An Authorised Person who is in charge of personnel engaged in an emergency has other statutory powers, including a power to generally do all things that are reasonably necessary to:^{xxi}</p> <ol style="list-style-type: none"> Protect and preserve life. Prevent or limit injury. Prevent or limit damage to property or land. Prevent or limit damage to the environment. 	<p>The main purpose of the LAC is to provide advice, from a local perspective, to FENZ.^{xxii}</p> <p>The functions of the LAC include:^{xxiii}</p> <ol style="list-style-type: none"> To undertake efficient and effective local engagement for the Board. To provide local advice to FENZ on the national strategy, local issues and local planning. To consider and promote the interests of the local area's FENZ volunteers. To consider the provisions of any current operational service agreement and memorandum of understanding that FENZ has and that is relevant to a local area in relation to which the LAC has responsibility, including the operational service agreements with DOC and the NZDF. <p>Each LAC must, in carrying out its functions, have regard to the operating principles developed by the Board.^{xxiv}</p>	<p>FENZ and the Director-General of Conservation must take all reasonable steps to agree on any policy for fire control services that relate to, have an impact on, or have implications for public conservation land and additional land.^{xxv}</p> <p>FENZ and DOC must take reasonable steps to enter into a 3-yearly operational service agreement that sets out:^{xxvi}</p> <ol style="list-style-type: none"> The designated services that FENZ will deliver to DOC; and The fire control services that DOC will deliver to FENZ. 	<p>FENZ and NZDF must take reasonable steps to enter into a 3-yearly operational service agreement that sets out:^{xxvii}</p> <ol style="list-style-type: none"> The designated services that FENZ will deliver to NZDF; and The designated services that NZDF will deliver to FENZ. <p>Every agreement entered into by the Chief of NZDF and FENZ must provide for the command of a defence fire brigade and any other FENZ personnel when they are operating together, whether in a defence area or otherwise.^{xxviii}</p>

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- ⁱ S10, FENZ Bill
 - ⁱⁱ Subs 11(2), FENZ Bill
 - ⁱⁱⁱ Subs 21A(1), FENZ Bill
 - ^{iv} S21B, FENZ Bill
 - ^v Subs 49(1), FENZ Bill
 - ^{vi} Subs 49(2), FENZ Bill
 - ^{vii} Subs 49(3), FENZ Bill
 - ^{viii} Subs 49(5), FENZ Bill
 - ^{ix} Subs 53(1), FENZ Bill
 - ^x Subs 53(3), FENZ Bill
 - ^{xi} Subs 53(4), FENZ Bill
 - ^{xii} Subs 58(1), FENZ Bill
 - ^{xiii} S58C, FENZ Bill
 - ^{xiv} S58F, FENZ Bill
 - ^{xv} S13, FENZ Bill
 - ^{xvi} S14, FENZ Bill
 - ^{xvii} S18, FENZ Bill
 - ^{xviii} S35, FENZ Bill
 - ^{xix} S38, FENZ Bill
 - ^{xx} S39 and S40, FENZ Bill
 - ^{xxi} Subs 41(1)(g), FENZ Bill (other statutory powers are set out in S41, FENZ Bill)
 - ^{xxii} Subs 13A(1), FENZ Bill
 - ^{xxiii} Subs 13A(2), FENZ Bill
 - ^{xxiv} Subs 13A(3), FENZ Bill
 - ^{xxv} S108, FENZ Bill
 - ^{xxvi} S110, FENZ Bill
 - ^{xxvii} S111, FENZ Bill
 - ^{xxviii} Subs 113(1), FENZ Bill

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