



Headquarters  
New Zealand Defence Force  
Defence House  
Private Bag 39997  
Wellington Mail Centre  
Lower Hutt 5045  
New Zealand

OIA-2024-5013

26 July 2024

Dear [REDACTED]

I refer to your email of 9 May 2024 requesting the following information under the Official Information Act 1982 (OIA):

- *The full incident report for the Burnham fire on May 8.*
- *All correspondence to and from NZDF about staff shortages in Burnham relating to the fire service since December last year.*
- *A copy of the memorandum of understanding between NZDF and FENZ relating to the Burnham camp.*

On Wednesday 8 May 2024, there was a fire in New Zealand Defence Force (NZDF) housing, outside Burnham Military Camp's perimeter fencing. An incident report is at Enclosure 1, and a copy of the Memorandum of Understanding between the NZDF and Fire and Emergency New Zealand (FENZ) is at Enclosure 3.

As per the emails to you of 16 and 18 July, updates to the NZDF IT systems have generated issues retrieving emails that are stored in the email archive. Unfortunately the situation remains unchanged, but some emails between the NZDF and FENZ from December 2023 to the date of your request are at Enclosure 2. Where indicated, personal information is withheld to protect privacy in accordance with section 9(2)(a) of the OIA, and advice is withheld to protect the effective conduct of public affairs in accordance with section 9(2)(g)(i) of the OIA.

If further correspondence is retrieved upon resolution of the issues, these will be provided to you.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Please note that responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

**AJ WOODS**  
Air Commodore  
Chief of Staff HQNZDF

**Enclosures:**

1. Incident Report
2. Emails
3. Memorandum of Understanding

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**From:** § 6(a)  
**Sent:** Tuesday, 14 May 2024 8:43 a.m.  
**To:** § 6(a)  
**Cc:** § 6(a)  
**Subject:** FW: Burnham Camp INCIDENT REPORT - Fire in Camp Housing Area : Confidential

Good Morning § 6(a), below is what I received from CO 3CSSB.

Regards

XO LCC

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**From:** Irwin, Valanda, LTCOL  
**Sent:** Wednesday, 8 May 2024 9:22 a.m.  
**To:** McMillan, Kelvin, LTCOL § 9(2)(a)  
**Cc:** Richardson, Julie, MAJ § 9(2)(a); Bagley, Ben, COL § 9(2)(a); Weston, Matthew, BRIG § 9(2)(a); Lawry, Michael, MAJ § 9(2)(a); § 6(a); Craw, Edward, LTCOL § 9(2)(a)  
**Subject:** Burnham Camp INCIDENT REPORT - Fire in Camp Housing Area : Confidential

Kia ora Ladies and Gentlemen,

**INCIDENT REPORT FOLLOW UP AS AT 0900, 8 May 2024**

**From:** LT COL IRWIN, OIC Burnham Defence Area,

**To:** HQ 1(NZ) Bde, OLCC & AGS.

Updated information:

**Personnel:** A critical incident response plan for affected persons has been initiated by the NZDF social workers and Padre assigned to Burnham Military Camp and the welfare of affected families continues. No known injuries have been sustained by NZDF personnel (less normal mental stress associated with a critical event). One known affected NZDF uniformed person is § 9(2)(a), 3 CSS Bn, § 9(2)(a), these tenants have been provided alternative accommodation by NZDF § 9(2)(a). One known affected NZDF person is § 9(2)(a), DDG who has been provided alternative accommodation by NZDF (§ 9(2)(a)). The remaining two affected civilian families are either with family or with emergency services (not under management of Burnham Military Camp or Defence Area).

There have been no media requests for information from either OC SRSC nor OIC Defence Area Burnham at this time. If approached both will defer to Defence Public Affairs and will confirm with Army General Staff (Lt Col Ed Craw), prior releasing any information to news media. It is anticipated a communications advisor from Defence Public Affairs will be deployed to Burnham to assist in preparation for media contact.

Police Point of Contact is § 9(2)(a) and is contactable via phone: § 9(2)(a). Police indicate that once Fire and Emergency release the site, it will be handed to police detectives and fire investigation for their purposes. Police have also indicated that they will contact victim support and have requested Next of Kin details for civilian affected families. As NZDF do not have this information, the police have been directed to the Property Managers 'Property Brokers' to gain this information. Minister of Defence and Chief of Army have both contacted OC SRSC (POC below) to gain first-hand information.



Please advise of any other known reporting requirements or requests for information.

**LTCOL Valanda Irwin, (he/him)**

Commanding Officer - 3CSSB, 3RD CBT SERVICE SPT BN RNZALR

Ngāti Tūmatauenga | New Zealand Army

s.6(a)

[www.nzdf.mil.nz](http://www.nzdf.mil.nz)



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**From:** Irwin, Valanda, LTCOL s.6(a)

**Date:** Wednesday, 08 May 2024 at 6:10 AM

**To:** s.6(a) s.9(2)(a)

**Cc:** Richardson, Julie, MAJ s.9(2)(a)

, Lawry, Michael, MAJ

s.9(2)(a), Bagley, Ben, COL s.9(2)(a)

, Weston, Matthew,

BRIG s.9(2)(a)

**Subject:** Burnham Camp INCIDENT REPORT - Fire in Camp Housing Area : Confidential

Kia ora Ladies and Gentlemen,

**INCIDENT REPORT AS AT 0600, 8 May 2024**

**From:** LT COL IRWIN, OIC Burnham Defence Area,

**To:** HQ 1(NZ) Bde & OLCC

**At Date Time Group:** On 8 May 2024, between 0200 – 0400hrs.

**At Location:** Burnham Military Camp Housing Area, (s.9(2)(a)).

**What happened:** There was a house fire at which affected more than one occupied tenanted units at the address (flat units). One civilian family has been hospitalised with one known fatality from that family as a result of the fire. The fire has been contained and no longer poses any threat.

**What has been done so far:** Local fire and emergency responded to contain the fire, Emergency accommodation (2 x Welfare Houses) have been opened on Burnham Military Camp for displaced tenants (military and civilian). DPA have been informed of the situation via phone call with Officer Commanding Southern Regional Response Centre (SRSC). The subject properties are managed through Property Brokers and have a mixture of civilian and military tenants. Officer Commanding SRSC and Burnham Camp Fire Master are currently on site and contactable by phone s.9(2)(a). Commander 1 (NZ) Bde has been notified of this occurrence by phone.

**What future intentions are:** The Welfare housing will remain open to accommodate the immediate dependency to enable temporary measures to be put in place for displaced persons who have been put into these houses. Enquiries are being made as to 'Transit Housing' options through Southern Regional Support Centre in order to better accommodate displaced families. Welfare for affected families is underway and will continue as required.

Please advise of any other known reporting requirements or requests for information.

**LTCOL Valanda Irwin, (he/him)**

Commanding Officer - 3CSSB, 3RD CBT SERVICE SPT BN RNZALR

Ngāti Tūmatauenga | New Zealand Army

s.6(a)

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Export

From: [Totoro, Joe, LTCOL](#)  
To: [s.9\(2\)\(a\)](#); [Lawry, Michael, MAJ](#)  
Subject: RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Sent: Tue, 12 Dec 2023  
22:26:49 GMT

Attachments may contain viruses that are harmful to your computer. Attachments may not display correctly.

[ATT17681.jpg \(3Kb\)](#)

Great, thank [s.6\(a\)](#)

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

[s.9\(2\)\(a\)](#)

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**From:** [s.9\(2\)\(a\)](#)

**Sent:** Wednesday, 13 December 2023 11:10 a.m.

**To:** Totoro, Joe, LTCOL [s.9\(2\)\(a\)](#); Lawry, Michael, MAJ [s.9\(2\)\(a\)](#)

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Correction Sir, one at 2ERT within the ITT positions is counted [s.9\(2\)\(a\)](#), the other five are posted to us but have not been counted as part of the 15 for 2ERT, as they are recently posted in from AARC.

Correct numbers for the other locations.

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**From:** [s.9\(2\)\(a\)](#)

**Sent:** Wednesday, 13 December 2023 11:07 a.m.

**To:** Totoro, Joe, LTCOL [s.9\(2\)\(a\)](#); Lawry, Michael, MAJ [s.9\(2\)\(a\)](#)

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Kia Ora Sir,

Yes they do - tracking six SPRs at 2ERT, one at 3ERT and three at 4ERT.

Thanks,

s. 9(2)(a)

Fire Master - 2 Emergency Response Troop, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

Mob: s. 9(2)(a)

***“Ruia taitea, ruia taitea, kia tu ko taikaka, ko ahau anake - Shake off the sapwood, and the strong heartwood remains”***

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**From:** Totoro, Joe, LTCOL

**Sent:** Wednesday, 13 December 2023 10:13 a.m.

**To:** Lawry, Michael, MAJ s. 9(2)(a)

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Do the numbers highlighted below include ITT, and if so what are their distribution?

cheers

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

s. 9(2)(a)

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**From:** Lawry, Michael, MAJ

**Sent:** Wednesday, 13 December 2023 9:45 a.m.

**To:** Totoro, Joe, LTCOL s. 9(2)(a)

**Cc:** s. 9(2)(a)

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Sir,

PFA - note I will be away from the desk today, will have my cell on me. s. 9(2)(a) is postured to support any additional RFIs

The Emergency Response component of 3 FD & ER SQN, consists of three 21 personnel Emergency Response Troops (ERTs).

- 2ERT in Linton has 15 personnel, with 3 personnel unable to fulfil shifts - due to factors such as LWOP, medical limitations etc, posted but on TOD etc,
- 3ERT in Burnham has 19 personnel, with 3 personnel unable to fulfil shifts,
- 4ERT in Waiouru has 19 personnel, with 3 personnel unable to fulfil shifts,
- Across the ER component of SQN there are currently 5 personnel seeking release between now and Apr 24.

The trade has an input of 12 personnel per year and is currently losing more personnel than it is gaining. It is understood that there are still vacancies in the 12 ER positions for 2024.

Contributing factors to attrition include:

- s. 9(2)(g)(i)
- Release to pursue careers in FENZ:
- Recently the ERTs have had unsustainable shift patterns - on continuous three and two shift systems.
- The movement of 2ERT in Linton and 3ERT in Burnham to days, will provide stability to personnel, enable flexibility to enable the provision of fire coverage to live field firing activities, in Tekapo Waiouru, Mako Mako
- Fire and Emergency New Zealand (FENZ) aim for a four shift system, the wider range of operational tasks and lifestyle are a contributing factor for release and the pursuit of a career in FENZ.

From an NZDF perspective, both the RNZAF Firefighter trade and the RNZE ER trade are facing significant personnel shortages. RNZAF has a blended civilian and military workforce and is looking to fully civilianise Woodbourne. Trade representatives will meet in February 2024 to discuss a collaborative NZDF approach to fire coverage and emergency response.

From an Army, PLAN ANZAC perspective, it is worth noting the ADF uses a civilian solution for training area fire coverage, the local state fire services respond to garrison call outs and the Australian Army Rotary Wing Fire Coverage is provided by the Combat Rescue Operator Trade. The RAAF have uniformed Firefighters.

Regards,

**MAJ Michael Lawry**

Officer Commanding - 3 Field and Emergency Response Squadron, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

s.9(2)(a)

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**From:** Totoro, Joe, LTCOL

**Sent:** Wednesday, 13 December 2023 8:55 a.m.

**To:** Lawry, Michael, MAJ s.9(2)(a)

**Subject:** FW: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Mike, can you generate a quick summary please.

thanks

Joe

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

s.9(2)(a)

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**From:** s.6(a)

**Sent:** Tuesday, 12 December 2023 4:29 p.m.

**To:** Totoro, Joe, LTCOL <s.9(2)(a)>

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Hey Joe, LCC was interested to know exactly what the state of the nation is with the fire trade. If you have the information readily at hand, are you able to provide some clarity on exactly how many fire persons you have? I thought you said something like 65% staffed?



Cheers

§ 6(a)

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**From:** Totoro, Joe, LTCOL

**Sent:** Tuesday, 12 December 2023 8:16 a.m.

**To:** § 6(a)

**Subject:** FW: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
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§ 9(2)(a)

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**From:** § 9(2)(a)

**Sent:** Wednesday, 6 December 2023 9:46 a.m.

**To:** Totoro, Joe, LTCOL <§ 9(2)(a)>

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Hi Joe

I have heard back from our brokers and they are still waiting on a response from our insurers but they will chase this up.

Willis Towers Watson who are our brokers have added the below commentary that goes in our favour.

Also it should be noted:

1. Fire alarms are monitored by FENZ. FENZ would respond and would know the location of a fire but it is possible that those on the Base would not be aware of a fire's location.
2. Security alarms are monitored at the security gate house in both Linton and Burnham. The gate houses will remain occupied 24/7.
3. FENZ should be instructed to contact the security guard at the gate house to obtain necessary information on

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access, keys, any people involved, requirement for rescue etc.

4. Also FENZ should contact gate house to ascertain whether any hazardous goods (chlorine, fuel, ammunition) is involved in the fire.
5. I recommend that suitable information (a check list, site plan, list of any occupied accommodation buildings) is provided to the gate house, so that the security guards can respond to any FENZ requests for information.

s. 9(2)(a)

s.9(2)(a) is Willi's Risk Engineer. An Insurance risk assessment was recently completed so that was good timing on our behalf.

Cheers

s.9(2)(a)

s.9(2)(a)

Insurance Advisor  
**New Zealand Defence Force**

s.9(2)(a)

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**From:** Totoro, Joe, LTCOL

**Sent:** Wednesday, 6 December 2023 8:00 a.m.

**To:** s.9(2)(a)

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Morning s.9(2)(a) thank you

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE

Ngāti Tūmatauenga | New Zealand Army

s.9(2)(a)

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**From:** § 9(2)(a)  
**Sent:** Wednesday, 6 December 2023 7:58 a.m.  
**To:** Totoro, Joe, LTCOL <§ 9(2)(a)>  
**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Hi Joe

No I haven't. I will chase this up this morning.

Cheers

§ 9(2)(a)

§ 9(2)(a)

Insurance Advisor  
**New Zealand Defence Force**

§ 9(2)(a)

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**From:** Totoro, Joe, LTCOL  
**Sent:** Tuesday, 5 December 2023 8:23 p.m.  
**To:** § 9(2)(a)  
**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Hi § 9(2)(a). Have you heard anything?

regards

Joe

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

§ 9(2)(a)

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**From:** Totoro, Joe, LTCOL

**Sent:** Monday, 27 November 2023 8:43 a.m.

**To:** § 9(2)(a)

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

thanks § 9(2)(a)

**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

§ 9(2)(a)

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**From:** § 9(2)(a)

**Sent:** Monday, 27 November 2023 8:39 a.m.

**To:** Totoro, Joe, LTCOL <§ 9(2)(a)>

**Subject:** RE: Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Morning Joe

Thank you for sending thin information through. I will pass it on to our insurers and let you know if there is anything further.

Cheers

§ 9(2)(a)

§ 9(2)(a)

Insurance Advisor  
**New Zealand Defence Force**

§ 9(2)(a)

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**From:** Totoro, Joe, LTCOL

**Sent:** Monday, 27 November 2023 7:44 a.m.

**To:** s.9(2)(a)

**Subject:** Army Camp Fire Coverage Over Holiday Period and 2024 Coverage

Morning s.9(2)(a) Thanks for the taking my call on Friday and the offer of assistance. Below is a brief summary of what we intend to do.

### **NZ Army Camp Fire Coverage Over Holiday Period and 2024**

**BLUF:** 2 Engineer Regiment Emergency Response support will:

1. Cease coverage to Linton and Burnham areas over the period 16 Dec 23 - 14 Jan 24.
2. Reduce from 24/7 continuous coverage to Monday - Friday 0800-1630 commencing 15 Jan 24 in Linton and Burnham Stations.

### **SITUATION:**

2 ER has faced significant challenges in maintaining its Emergency Response outputs to Linton and Burnham areas over 2023. Specifically, maintaining continuous coverage from those two stations. As a result, 2 ER will need to reduce its coverage in order to address its capacity issues and provide a level of certainty to NZDF and FENZ.

### **ACTIONS:**

- 2ER will close 2 Emergency Response Troop (ERT) at Linton and 3ERT at Burnham OTP 16 Dec 23 to 14 Jan 24 in order to allow dedicated respite to individuals and reduce excessive leave balances. This will create flexibility in 2024 to meet specified and essential tasks. 4ERT in Waiouru will be maintained during this period. Over this period local FENZ stations will provide coverage.
- From 15 Jan 2024, 2ERT and 3ERT will provide reduced coverage Monday - Friday 0800 - 1600 indefinitely. Outside of these hours local FENZ stations will provide coverage.
- 4ERT in Waiouru will be maintained on continuous coverage to both Waiouru Military Camp and SH1 - Desert Road.
- 2ER will continue to provide coverage for live-fire (shooting) activities in both Waiouru and Tekapo Training Areas.

Please call if you have any questions.

cheers

Joe



**LTCOL Joe Totoro**

Commanding Officer - 2ER, 2nd Engineer Regiment RNZE  
Ngāti Tūmatauenga | New Zealand Army

§ 9(2)(a)

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# Operational Service Agreement

Between the New Zealand Defence Force and  
Fire and Emergency New Zealand

May 2018

**THIS OPERATIONAL SERVICE AGREEMENT** is made on the            day of MAY 2018.

**BETWEEN**        New Zealand Defence Force

**AND**             Fire and Emergency New Zealand

## Introduction

- A. This Operational Service Agreement (OSA) has been developed pursuant to section 148 of the Fire and Emergency New Zealand Act 2017, with the express purpose of detailing the designated services the New Zealand Defence Force (NZDF) and Fire and Emergency New Zealand (Fire and Emergency) will deliver to each other, including any command and control arrangements that will be required to provide those designated services.
- B. This OSA acknowledges and reflects the importance of cooperation between NZDF and Fire and Emergency, hereinafter referred to as the “participants”. It establishes and codifies simple, standardised procedures by which the participants offer and provide support to each other in the performance of their respective functions.
- C. The NZDF is regulated under the Defence Act 1990, the Armed Forces Discipline Act 1971 and the Defence Regulations 1990.
- D. Fire and Emergency is regulated by the Fire and Emergency New Zealand Act 2017 and the Crown Entities Act 2004.

## Definitions

- 1. The following definitions apply to this OSA and any Appendices and Annexes to this OSA.
  - a. **Authorised Person** has the same meaning as the interpretation referred to in section 6 of the Fire and Emergency New Zealand Act 2017.
  - b. **Defence Area** has the same meaning as section 2(1) of the Defence Act 1990.
  - c. **Defence Fire Brigade** has the same meaning as the interpretation referred to in section 6 of the Fire and Emergency New Zealand Act 2017.
  - d. **Designated services** has the same meaning as the interpretation referred to in section 6 of the Fire and Emergency New Zealand Act 2017.
  - e. **Fire and Emergency personnel** has the same meaning as the interpretation referred to in section 6 of the Fire and Emergency New Zealand Act 2017.
  - f. **Member of the Defence Force** has the same meaning as section 2(1) of the Defence Act 1990, and includes any member of any foreign armed force attached to NZDF pursuant to section 23A of that Act.

- g. **Operations** mean military or fire and emergency action to achieve a strategic, operational or tactical mission in support of the participant's respective functions.
- h. **The Board** has the same meaning as the interpretation referred to in section 6 of the Fire and Emergency New Zealand Act 2017.
- i. **Training** means participant activity designed to assist in the achievement of capabilities that prepare members of the respective participating agencies for operations.

## General understanding

- 2. In terms of how Government agencies have a role in New Zealand's fire services, the NZDF will:
  - a. continue to have the power to set a Defence Area for which it will have risk reduction, readiness, response and recovery responsibility;
  - b. continue to have fire control powers and functions in Defence Areas;
  - c. be able to contribute to the regional voice of Fire and Emergency; and
  - d. have a mechanism to consult with Fire and Emergency on national needs and risks for Defence Areas.

## Currency

- 3. This OSA supersedes the Deed of Agreement between the New Zealand Fire Service Commission and Her Majesty the Queen in Right of Her Government in New Zealand, acting by and through the Chief of Defence Force (CDF), dated the 21<sup>st</sup> of February 1994.

## Specific arrangements or support to operations and training

### Command and control

- 4. Section 149 of the Fire and Emergency New Zealand Act provides that the CDF has in relation to Defence Areas
  - a. all of the functions, duties and powers of the Board; and
  - b. an authorised person under sections 41 to 45 of the Fire and Emergency New Zealand Act.
- 5. The Board agrees that for Defence Areas, the Firemaster, Deputy Firemaster, or any other authorised person in charge of a Defence Fire Brigade, is the authorised person in charge of personnel responding at all incidents. This does not preclude the Firemaster, Deputy Firemaster, or any other authorised person in charge of a Defence Fire Brigade, assigning control to a Fire and Emergency authorised person should they desire to do so.
- 6. The NZDF agrees that where Fire and Emergency resources are in attendance at incidents in Defence Areas prior to the arrival of Defence Force resources, the Fire and Emergency authorised person may exercise any or all of the authorised person powers prior to the arrival of a Firemaster, Deputy Firemaster or any other authorised person in charge of a Defence Fire Brigade. Those powers are to be surrendered to the Firemaster, Deputy Firemaster or any other authorised person in charge of a Defence Fire Brigade, upon his or her arrival. This does



not preclude the Firemaster, Deputy Firemaster, or the authorised person in charge of a Defence Fire Brigade, assigning control to a Fire and Emergency authorised person should they desire to.

7. Pursuant to section 150 of the Fire and Emergency New Zealand Act, the Board agrees, that where a Defence Fire Brigade has responded on behalf of Fire and Emergency to a location beyond a Defence Area, the Firemaster, the Deputy Firemaster, or any other authorised person in charge of a Defence Fire Brigade, may exercise any or all of the powers of an authorised person pursuant to sections 41 and 42 of the Fire and Emergency New Zealand Act 2017 provided:
  - a. those powers are surrendered to the person for the time being in charge of the Fire and Emergency resources, upon his or her arrival. This does not preclude the person for the time being in charge of Fire and Emergency resources leaving control with the Firemaster, Deputy Firemaster, or any other authorised person in charge of a Defence Fire Brigade, should they desire to do so;
  - b. all relevant information is passed onto that person; and
  - c. the Firemaster, the Deputy Firemaster, or any other authorised person in charge of a Defence Fire Brigade, while exercising the above powers, abides by any relevant operational instructions or procedures issued by Fire and Emergency.
8. Regardless of the location of the emergency incident, or from which participant the authorised person in charge of personnel comes from, individual crews of either participant, will always remain under the direct command of their respective officer in charge.
9. The CDF agrees that the officer in charge of a Defence Area, or Defence Fire Brigade, having been notified of the response of Fire and Emergency resources, will report to the person in charge of the Fire and Emergency resources and advise that person of all health and safety hazards that may affect those present in the immediate area, and of any location that is not to be entered for security reasons.

### **Operational planning**

10. Where a Defence Fire Brigade exists within a Defence Area, or where the pre-determined response to a Defence Area includes Fire and Emergency resources, the Firemaster will, in liaison with the appropriate Fire and Emergency senior manager for that location, or his or her representative, prepare tactical plans for that Defence Area. These plans will include, where appropriate, the following information:
  - a. the location of, and access limitations for "Restricted Access Areas";
  - b. the location of ammunition stores or dumps;
  - c. areas used for "live fire" training;
  - d. areas involved in the movement of defence resources (military vehicles, aircraft etc), and the armament they are likely to be carrying or fitted with;
  - e. sites housing sensitive equipment that may require a specialist emergency response capability; and
  - f. areas that, for reasons of national security, will not normally be evacuated in the event of the alarm of fire or other emergency.



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11. Where deemed necessary by the Board, Fire and Emergency agrees to prepare operational plans for Defence Areas that are not covered by a Defence Fire Brigade. These plans are to be prepared in accordance with the appropriate operational instructions or procedures issued by the Board pursuant to the Fire and Emergency New Zealand Act 2017, and will include, where appropriate, any information required at para 14.
12. The participants agree that the NZDF will not unreasonably withhold access to Defence Areas, other than restricted areas, as required by Fire and Emergency for the purposes of operational planning, subsequent familiarisation visits and water supply testing.

### Fire permits

13. The NZDF will produce standing fire permits for those Defence Areas that have independent NZDF rural fire plan coverage. These Defence Areas are listed at Appendix One. All other Defence Areas and land temporarily occupied by the NZDF for training or operational purposes will require fire permits approved by the applicable Principle Rural Fire Officer (PRFO).

### NZDF support to Fire and Emergency

14. Within a domestic setting, the NZDF may provide operational, logistical or training support to Fire and Emergency to perform any public service or to provide assistance to the civil power in times of emergency pursuant to section 9(1) of the Defence Act 1990. Operational and logistic support may include, subject to asset availability and applicable lead agency direction on the priority for NZDF support (if required), firefighting capability, real life logistical support and transport of Fire and Emergency personnel. Any support provided will be subject to the lawful authority of Fire and Emergency and be consistent with the Defence Act 1990, the Fire and Emergency New Zealand Act 2017, and any other applicable laws, regulations, and policies.
15. The NZDF may provide operational, logistical or training support to Fire and Emergency deployments internationally. However, it is recognised that the Ministry of Foreign Affairs and Trade (MFAT) play a key role in the facilitation of any operational deployment and the commitment of operational capability. The NZDF also requires appropriate lead timings for any potential international commitment to enable force preparedness.
16. *Day to day* support provided by the NZDF is the support that is agreed from time to time, and given effect to by having NZDF appliances included in normal response lists. The Fire and Emergency senior manager for the location, and the appropriate NZDF representative may agree changes to the normal response lists from time to time.
17. Clauses 21, 22, 23, 24, 29, 30, 31, 32 and 33 and Appendix Two, all apply to support beyond *day to day* support.
18. No support will be provided by the NZDF under this OSA in respect of industrial action undertaken by Fire and Emergency personnel. Requests for such support will need to be the subject of a specific ministerial request.
19. Ministerial approval may be required, in exceptional circumstances, for requests for support from the NZDF that may require the use of classified or sensitive capabilities, or for requests that are likely to endanger personnel or risk significant damage to assigned assets or the participants' reputations. If either participant is aware that such capabilities may be required or such consequences may result they will immediately advise the other participant.

20. Requests for support will be considered on a case-by-case basis in accordance with paragraphs 29 to 33 below. Provision of support will be subject to the availability of resources and capability and should not negatively impact upon the NZDF's own functions without CDF approval. In some instances, the NZDF may also require Ministerial approval in order to provide support.
21. Provision of support by the NZDF will be governed by the operational capabilities as laid out in the NZDF Output Plan.

#### **Fire and Emergency support to the NZDF**

22. Fire and Emergency may provide operational support to the NZDF across a range of areas, particularly where Fire and Emergency are considered the subject matter experts.

#### **Training**

23. The most senior Fire and Emergency manager for the location, and/or the National Training Manager and the appropriate NZDF representative are to determine the necessity of joint Fire and Emergency and NZDF training, relevant to the intent of this agreement. Where it is agreed, the training is to be localised with costs (if any) negotiated on a case by case basis.
24. Matters of training that are key to the workability of this OSA include incident management structures and terminology, inter-operability and fire planning.
25. Fire and Emergency will make provision for the training of NZDF personnel on formal courses at Fire and Emergency Training Centres. Costs will be negotiated on a case by case basis.

#### **Requests for support**

26. Unless specified otherwise in an Implementing Arrangement (IA) under this OSA, all requests for support are to be raised and authorised through the participants' representatives. Requests for support are, unless the OSA or any IA specifies otherwise, to use Appendix Two to this OSA.
27. The nature and scope of any potential assistance will be mutually determined between the participants in advance.
28. NZDF assets should only be requested where Fire and Emergency has insufficient capacity or capability to meet operational or training requirements through its own resources and:
  - a. commercial resources are not available or practicable; or
  - b. there is a risk to the life or safety of any person, of injury to any person, or of serious damage to or loss of property.
29. Once the providing participant's representative has confirmed that the request for assistance has been approved, direct liaison authority (DIRLAUTH) will be granted between Fire and Emergency and the NZDF points of contact. These points of contact will be notified to the participants at the time approval is granted.
30. Fire and Emergency will have internal protocols and procedures that ensure Fire and Emergency personnel are aware of the correct channels for requesting the support referred to above, and in Appendix Two.



## Health and safety

31. Each participant acknowledges its responsibilities to comply with all relevant laws including the Health and Safety at Work Act 2015 and the Hazardous Substances and New Organisms Act 1996. Each participant will, so far as reasonably practicable, ensure that their respective personnel have the appropriate level of training and awareness to understand and deal with any situation concerning dangerous goods, hazardous substances and health and safety risks.
32. Each participant will discharge its duties under the Health and Safety at Work Act 2015 during the conduct of any activities undertaken pursuant to this OSA, including their respective duty to, so far as is reasonably practicable, consult, cooperate with, and co-ordinate activities with each other where they have a duty in relation to the same matter.

## Syndicated procurement

33. The NZDF and Fire and Emergency may discuss the potential for entering into collaboration for research and development, and procurement contracts.
34. Matters that will be beneficial to working together on procurement include equipment compatibility and communication equipment inter-operability.
35. In this case the points of contacts are:
  - a. NZDF – HQNZDF, Assistant Chief Capability; and
  - b. Fire and Emergency – National Procurement Manager.

## Common equipment

36. The NZDF is required to employ Fire and Emergency in-service equipment and information technology to ensure interoperability with Fire and Emergency procedures and reporting protocols. Fire and Emergency agrees that the maintenance of such equipment will be the responsibility of Fire and Emergency except when the damage is other than fair wear or tear, in which case the repair liability will be borne by the NZDF.

## Sharing of information

37. The NZDF and Fire and Emergency will consider developing and implementing strategies to share information, including classified information, subject to legislative requirements (such as the Privacy Act 1993) and government policies (such as the Government Protective Security Requirements), to improve cooperation on all matters of mutual interest.
38. If either participant receives a Privacy Act 1993 or Official Information Act 1982 request in respect of this OSA or any activity undertaken pursuant to it, they will consult with the other participant as to the appropriate response. The receiving participant will be responsible for making the final decision on release, but will give due consideration to the other participant's views in making this decision.

## Implementing arrangements

39. The participants may develop IAs relating to specific activities which may be undertaken under this OSA. All IAs will be attached to this OSA as Annexes.
40. The following IAs will have been or are in the process of being prepared:
  - a. Urban Search and Rescue.
  - b. Specialist technical support for hazardous substance emergencies.
  - c. National and international rural fire deployments.
41. Additional IAs may be developed at any time, and signed by the participants' representatives.
42. All IAs will be reviewed at the same time as the OSA in accordance with the review period stipulated in this OSA.

## Differences

43. All differences between the participants about the interpretation or application of this OSA (including any of its appendices) or any specific IAs will, first, be attempted to be resolved at the earliest opportunity by the participants' representatives.
44. If any such differences cannot be resolved between the participants' representatives, then the matter will be referred, in writing, to CDF and the Chief Executive of Fire and Emergency for final resolution.
45. The participants will resolve any disputes arising under the OSA by discussion and co-operation and will not refer any difference to any third party.

## Costs

46. Marginal costs incurred by the NZDF in providing support to Fire and Emergency at the request of Fire and Emergency will be met by Fire and Emergency. All other costs incurred pursuant to this OSA will be met by the participant incurring the cost, unless the participants' representatives mutually determine otherwise in writing.
47. Any mutually determined cost reimbursement between the participants will be made on the basis of the recovery of marginal costs, unless the participants' representatives determine otherwise in writing.

**Note** – an example of marginal costs would be if NZDF personnel assisted at a prolonged incident, Fire and Emergency would meet the costs of accommodation and meals, but not the operating costs of equipment or the cost of personnel.

## Effective date, variation, review and termination

48. The OSA and all IAs will come into effect on the date of the last signature, and will continue in effect until termination.
49. The participants' representatives will be responsible for reviewing the OSA, and all IAs, every three years.
50. Unless otherwise provided in this agreement, the OSA and any IAs may be varied in writing at any time by agreement by the participants. Any variations to the OSA will be signed by CDF and the Chief Executive of Fire and Emergency. Any variations to the IAs will be signed by the participants' representatives.
51. The OSA and any IAs can be terminated immediately at any time by mutual consent of the participants. The OSA and any IA can be terminated by either participant by giving one month's written notice to the other participant.
52. If the OSA is terminated all IAs will also be terminated, unless mutually agreed otherwise.
53. This OSA does not create any legal rights, duties, or obligations on the participants.



## Participants' representatives

54. The participants' representatives for the purposes of this OSA are:

**NEW ZEALAND DEFENCE FORCE**      **Assistant Chief of Strategic Commitments and Engagements**

Address:                                      Headquarters New Zealand Defence Force  
Freyberg Building  
Aitken Street  
Private Bag  
Wellington

Telephone:                                    04 439 6612

**FIRE AND EMERGENCY NEW ZEALAND**      **Chief Executive of Fire and Emergency New Zealand**

Address:                                      Level 12, 80 The Terrace  
Wellington

Telephone:                                    027 565 5197

**SIGNED at Wellington for and on behalf of the NZDF and Fire and Emergency**



**T.J. KEATING**

Lieutenant General  
Chief of Defence Force

Telephone: s.9(2)(a)

Dated this <sup>th</sup>24 day of May 2018



**RHYS JONES**

Chief Executive  
Fire and Emergency New Zealand

Telephone: s.9(2)(a)

Dated this <sup>th</sup>28 day of May 2018

## List of appendices

1. Defence Areas with NZDF Rural Fire Coverage
2. Fire and Emergency and NZDF support request proforma
3. Fire and Emergency and NZDF support request flow chart

## Annexes

- A. Implementing Arrangement between the New Zealand Defence Force and Fire and Emergency New Zealand concerning the provision of Armed Forces support to Urban Search and Rescue operations. (Already issued)
- B. Implementing Arrangement between the New Zealand Defence Force and Fire and Emergency New Zealand concerning the provision of Armed Forces support to specialist technical support for hazardous substances emergencies. (Issued separately)
- C. Implementing Arrangement between the New Zealand Defence Force and Fire and Emergency New Zealand concerning the provision of Armed Forces support to national and international rural fire deployments. (Issued separately)

## Appendix One

### Defence areas with NZDF rural coverage

The following Defence Areas will be covered as part of the NZDF's own independent rural fire response plans utilising NZDF firefighting resources. These will be produced and administered in accordance with paras 14-16 of the OSA.

- a. **Whenuapai Airbase**
- b. **Ohakea Airbase (Including Raumai Air Weapons Range)**
- c. **Waiouru Military Training Area**
- d. **Linton Military Camp/Makomako**
- e. **Woodbourne Airbase**
- f. **Burnham Military Camp**
- g. **West Melton Range**
- h. **Glentunnel Defence Ammunition Depot**
- i. **Tekapo Military Training Area**

## Appendix Two

### Request for support

1. Fire and Emergency / NZDF requests of the NZDF / Fire and Emergency support to an:
  - a. operation; or
  - b. exercise or a non-operational activity.
  
2. The task Fire and Emergency / the NZDF is intending to conduct which requires support from the NZDF / Fire and Emergency is:
  
3. The scope of the support requested is:
  - a.
  - b.
  
4. The legal basis for the requested support is:
  - a. Performance of public service by members of the Armed Forces (Defence Act 1990 s 9(1)).
  - b. Preventing/limiting extent of a hazardous substance emergency after a request by a constable (Hazardous Substances and New Organisms Act 1996 s 137).
  - c. Other:
  
5. The Point of Contact for the requested support is:
  - a. Name:
  - b. Position:
  - c. Contact Details:
  - d. Rendezvous Location:
  
6. Requesting authority:
  - a. Name:
  - b. Designation:
  - c. Signature:
  - d. Date:



# Process for Requesting New Zealand Defence Force



## Support

FENZ initiates request for support because:

- Own capacity has been exceeded;
- FENZ does not possess the required capability; and/or,
- Lack of commercial options.

**CAVEAT:** This does not include the support provided by NZDF Fire Brigades as part of the FENZ Emergency Response structure with NZDF Fire Brigades maintaining local call-out responsibilities

The OSA between FENZ and NZDF allows for opportunities to further interoperability through training or operational activities. This will be considered on a case by case basis and the approval process will be in accordance with this document.

Formal requested to NZDF via email. If urgent, this should be preceded by a phone call.

Request for support proforma included in current Draft OSA between FENZ and NZDF

Initial Scoping conducted:

- Should We? (i.e. IAW Defence Act 1990 and OSA),
- Can We? (Does NZDF have available capability?); and

Approval given by Assistant Chief Strategic Commitments and Engagement.

Key NZDF Strategic Commitments Points of Contact:

- Deputy Director Strategic Commitments - Domestic
  - Email: NZDF.SCI.DSC@nzdf.mil.nz
  - Cell: 021 709 355
- Assistant Director Strategic Commitments - Domestic
  - Email: NZDF.SCI.DSC@nzdf.mil.nz
  - Cell: 021 660 690

Defence Strategic Commitments:

- Advises FENZ of approval
- Provides direct liaison authority between FENZ and Headquarters Joint Forces New Zealand
- Headquarters Joint Forces New Zealand assigned NZDF assets and personnel to conduct the task.