

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEW SOUTH WALES RURAL FIRE SERVICE, THE STATE OF NEW SOUTH  
WALES OF THE COMMONWEALTH OF AUSTRALIA  
AND  
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, THE  
STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA**

**PREAMBLE**

New South Wales Rural Fire Service (NSW RFS) and the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referenced as "Participants," agree as follows:

**WHEREAS** the Participants recognize that climate change presents worldwide challenges and risks to the environment and economic prosperity; impacting human health, increasing extreme weather events and wildfires, impacting on every level of fire management, and threatening natural resources;

**WHEREAS** CAL FIRE is founded in emergency response and resource protection, and exists to protect lives, property and the natural resources of California from fire, respond to emergencies of all types, and protects timberlands, wildlands, urban forests, and the State's critical watersheds;

**WHEREAS** NSW RFS is the lead agency for bush fire emergencies in New South Wales and is responsible for fire suppression and prevention activities for 95% of the State. The agency also assists in the protection of life, property and the environment in response to other emergencies and natural disasters.

**WHEREAS** both participants share a common interest in, and are committed to, enhancing emergency response and emergency management through co-operative wildfire management and prevention initiatives, and collaborating to protect the welfare of their populations and environment;

**WHEREAS** in the well-established spirit of friendship and cooperation, the participants intend to cooperate to effectively reduce the occurrence and risk of wildfires, and respond to threats created by wildfire to the public health, safety, and welfare of their respective states;

**WHEREAS** collaboration and the mutual exchange of wildland fire management and prevention practices, technologies, and research ensures that relationships are established to further increase operational capacity and capability, enhance protection, and reduce the loss of life, property and natural resources;

**WHEREAS** this joint partnership may provide a broad framework for cooperation and support between the Participants to enhance emergency response; reduce vulnerabilities and increase resilience to wildfire threats; and build upon a solid foundation that enhances initiatives in wildfire management and prevention, and fire and resource assessment.

Therefore, the Participants have reached the following understanding:

## **SECTION 1 Objective**

The Participants are recognized leaders in wildfire prevention and suppression. With a shared commitment to best practice, they have agreed to jointly partner in initiatives that will optimize emergency response and enhance community protection. This Memorandum of Understanding facilitates that commitment.

The purpose of this Memorandum of Understanding is to establish a flexible framework, based on reciprocity, between the Participants in order to permit them to develop mutually beneficial partnerships in the fields of emergency response and wildfire management and prevention. In doing so, the Participants share the following objectives:

- a) Improving capacity to enhance wildfire response and recovery efforts in coordination with the relevant authorities of each territory, in accordance with applicable domestic laws.
- b) Enhancing and promoting wildfire prevention and wildland-urban interface awareness to values at-risk and at-risk populations, according to available economic and technical resources.

The Participants will achieve the objectives through the exchange of expertise in such fields as operational response; disaster risk; aerial capability; technology and training; community risk; research and innovation; and fuel management. Together, this sharing of skills and knowledge ensures a strong emergency management framework is maintained and effectively engaged in emergencies and natural disasters

## **SECTION II**

### **Areas of Cooperation**

The Participants intend to expand cooperation on emergency response policies and practices through initiatives focused on, but not limited to, the following areas of cooperation:

- a) Improving efficiencies and capabilities within emergency management by committing to share best practices, expertise, technology, training, and research in disaster risk management.
- b) Co-operating to identify opportunities to share expertise and collaborate in respect aviation firefighting & detection initiatives, including provision of aircraft during operational activity and personnel exchanges for professional development purposes.
- c) Providing the opportunity for training and exercises of mutual interest in disaster risk management to develop expeditious communication and coordinated strategies during emergencies and disasters.
- d) Encouraging the exploration, development, and promotion of future activities and collaborations in disaster risk management.
- e) Enhancing and promoting safety and preparedness awareness to at-risk populations by sharing best practices, technologies, collaborations, and training opportunities.
- f) Sharing best practices, communication strategies, research and technologies, and training opportunities in California and NSW that enhance and promote wildfire prevention and wildland-urban interface awareness to at-risk populations, according to available economic and technical resources.
- g) Sharing advances in training material and opportunities, technical expertise, geographic information systems and technology, communication strategies, scenarios and simulations in all phases of wildfire protection and management, including projects in the area of community risk and hazard assessment, and exchange programs, including the preparation of community-level wildfire prevention plans.

- h) Sharing best practices, expertise, and technical assistance to improve the capacity in all areas of wildfire suppression, including Incident Command System operations, to enhance response and recovery efforts in coordination with the relevant authorities of each territory in accordance with applicable domestic laws.
- i) Sharing and exploring innovations in fuel management methods, including prescribed burning, pre-fire management, data collection and analysis, tools and equipment, best practices, technology, and policy developments to mitigate and lessen effects of increased wildfires due to climate change, developing activities with the objective to enhance community and ecosystem resilience to climate impacts and improving the coordination of resources.

### **SECTION III Coordination**

The Participants shall create an action plan to implement the objectives of this Memorandum of Understanding and shall serve as the respective contact points for communication and information exchange.

### **SECTION IV Working Groups and Specific Activities**

In order to coordinate the implementation of this Memorandum of Understanding, the Participants will create Working Groups with relevant subject matter experts to identify areas of mutual interest in the areas covered by this Memorandum of Understanding.

Specific activities to achieve the objectives of this Memorandum of Understanding for the key sectors and initiatives identified in Section II may include:

- a) Exchange of relevant information, experiences and good practices, namely by the sharing of relevant documents and training;
- b) Participation in specific joint projects;
- c) Joint organization of trade or business delegations, conferences, events and internships;

## **SECTION V**

### **Points of Contact**

The NSW RFS and CAL FIRE will serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding.

#### NSW RFS

Name: Peter McKechnie

Title: Deputy Commissioner, Field Operations

Address: 4 Murray Rose Avenue, Sydney Olympic Park, NSW, 2127

E-mail: peter.mckechnie@rfs.nsw.gov.au

#### CAL FIRE

Name: Bryan Giambrone

Title: Deputy Chief, State and Federal Programs

Address: 715 P Street Sacramento, CA. 95814

E-mail: Bryan.Giambrone@fire.ca.gov

## **SECTION VI**

### **No Legal Obligations, Rights, or Remedies**

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other participants; each participant retains full discretion over implementation of its pledges in light of the participant's individual circumstances, laws, and policies; and each participant is free to withdraw from the Memorandum.

## **SECTION VII**

### **Availability of Personnel and Resources**

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant that incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

It is recognized either Participant may seek assistance from the other during times of emergency with any costs or other arrangements to be covered as part of any formal request.

## **SECTION VIII**

### **Compliance with Applicable Laws**

This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

## **SECTION IX**

### **Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, which will endeavor in good faith to resolve such differences.

**SECTION X**  
**Final Provisions**

This Memorandum of Understanding is effective from the date of its signature, for a three-year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant(s). A Participant that intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to the other Participants 60 days in advance.

The termination of this Memorandum of Understanding shall not affect when activities initiated while this Memorandum of Understanding is in effect shall conclude, unless the Participants mutually decide otherwise.

4/20/2023

Signed virtually on \_\_\_\_\_, in two original copies.

CALIFORNIA DEPARTMENT  
OF FORESTRY AND  
FIRE PROTECTION

NEW SOUTH WALES  
RURAL FIRE SERVICE

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*Joe Tyler*  
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**JOE TYLER**  
**CAL FIRE / DIRECTOR**

  
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**ROB ROGERS AFSM**  
**NSW RFS COMMISSIONER**