

MEMORANDUM OF UNDERSTANDING

FOR SEARCH AND RESCUE



NEW ZEALAND
POLICE
Ngā Pirihimana o Aotearoa

NEW ZEALAND
SEARCH
... .. **AND**
RESCUE
Rapu Whakarauora Aotearoa

A. PARTIES

1. **NEW ZEALAND POLICE** established under and regulated by the Policing Act 2008 and Policing Regulations 2008 (“**Police**”)

And

2. **THE SECRETARY FOR TRANSPORT** (for and on behalf of the **New Zealand Search and Rescue Council**) (“**NZSAR Council**”).

together, being “the Parties”, and individually a “Party”.

B. STRATEGIC CONTEXT

1. The NZSAR Council provides national strategic governance and leadership to New Zealand’s search and rescue sector.
2. Police SAR services are:
 - i. Responsible for coordinating Category I Search and Rescue Operations (SAROPs) within New Zealand
 - ii. Provided under the Policing Act 2008 and through the New Zealand Search and Rescue Operational Framework, and Search and Rescue Chapter of the Police Manual
3. The provision of Police SAR services is funded through Vote Police.
4. Police receives additional investment¹ outlined in this Memorandum of Understanding (MOU) approved by the Ministers of Finance, Police and Transport to improve SAR outcomes. The investment is monitored by the NZSAR Secretariat on behalf of the NZSAR Council and MoT.
5. Police is a member of the NZSAR Council.
6. This Memorandum of Understanding (“**MOU**”) sets out the principles that apply and the intention of the Parties in respect of the use of the investment described in this document.

C. TERMS

1. Term

- 1.1 This MOU commences on 1 July 2020 for a period of three years and terminates on 30 June 2023 unless terminated earlier in accordance with clause 10.
- 1.2 This MOU may be extended on the same terms by written agreement for a further term to be agreed or until a new memorandum of understanding is executed.

2. Purpose

- 2.1 The purpose of this MOU is to:

¹ Funding hypothecated for SAR purposes from fuel excise duty (FED) paid by recreational boat users via Sect 9(1) of the Land Transport Management Act (2003)

- a) Set out the investment arrangements for supporting, and improving the delivery of SAR services by the Police
- b) Establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between NZSAR Council and the Police, and to achieve the agreed outcomes.

3. Relationship management

- 3.1 The Parties agree this MOU is entered into with a focus on maintaining and enhancing the professional relationship to achieve the NZSAR Council's Goals.
- 3.2 The Parties agree to work collaboratively and co-operatively to achieve the NZSAR Council's Goals and apply the NZSAR Council Funding Principles.
- 3.3 The Parties recognise that this MOU is a living document and will proactively engage with each other in an open, honest and timely manner to discuss delivery and expectations, especially where deliverables may require Contingent Approval.
- 3.4 The Parties agree to meet twice a year to discuss the progress of the funded initiatives.

4. Delivery

- 4.1 The investment described in this MoU will be used by the Police to provide the following deliverables:
 - 4.1.1 District Search and Rescue assistant co-coordinator (non-operational) positions for 10 districts and one for PNHQ².
- 4.2 Schedule 1 outlines the delivery of the items in 4.1
- 4.3 The Police will provide deliverables in 4.1 in accordance with best practice aligned with the NZSAR Council Funding Principles.
- 4.4. The Police must notify the NZSAR Council as soon as practicable where the Police become aware of any circumstance affecting its capacity or ability to provide the deliverables.

5. Investment

- 5.1 Once this MoU is agreed, The Ministers of Finance, Transport and Police will be asked to agree to a Permanent Legislative Authority (PLA) to effect a new appropriation as part of Vote Police for three years. The PLA will be described as follows:

Search and Rescue Activities PLA

This appropriation is limited to search and rescue activities and services as authorised under section 9(1) of the Land Transport Management Act 2003

- 5.2 Schedule 1 describes the purposes, requirements and reporting of the investment. Schedule 2 summarises the amounts to be included in the PLA to achieve those purposes.

² Police National Headquarters

- 5.3 The PLA investment will link explicitly to expectations, services and reporting detailed in this MoU.

6. Reporting and the NZSAR Funding Principles

- 6.1 NZSAR and the Police are responsible for and have a part to play in the success of the MoU and its application. Effective reporting and monitoring will provide the basis for assessment of the MoU delivery, accountability for public resources, how to inform agreement reviews and how to proceed at the expiry of the MOU.
- 6.2 The Police are responsible for ensuring that the Funds are applied in accordance with the NZSAR Council's funding principles
- 6.3 The Police agree to meet the reporting and monitoring requirements set out in Schedule 1 to assist the MoT in meeting its reporting obligations under the Public Finance Act 1989.

7. Annual Letter of Agreement

- 7.1 During the delivery year Police and NZSAR will discuss the progress of the MOU as and when the opportunity arises. Agreed elements will contribute to the Annual Letter of Agreement which documents mutually agreed priorities, and any agreed changes to MOU delivery or variations to the MOU terms and conditions that the Parties would like to make for the next year (if any).

8. Health and Safety

- 8.1 The Parties acknowledge that the Health and Safety at Work Act 2015 applies to all work and activities (including SAR activities) and each party will comply with their health and safety obligations under the Act.

9. Failure to perform

- 9.1 Where the NZSAR Council considers on reasonable grounds that the SAR delivery in clause 4 and Schedule 1 and 2 have not been provided in accordance with this MOU or the reporting requirements have not been met, the NZSAR Council will as soon as practicable, notify the Police.
- 9.2 In accordance with the principles set out in clause 3, the Parties will use reasonable endeavours to resolve these matters to the satisfaction of both Parties.

10. Termination

- 10.1 Either Party may terminate this agreement on giving three months' notice in writing to the other Party.
- 10.2 In the event of termination, Police will make appropriate arrangements with MOT regarding any unspent monies.

11. Privacy, Information and Confidentiality

- 11.1 The Parties will comply with their obligations in collecting, storing, accessing, disclosing, protecting and maintaining any information that could identify an individual ("**Personal Information**") in accordance with the Privacy Act 2020.
- 11.2 Subject to any applicable law, the Parties agree to:
- a) Share information in order to enhance community safety
 - b) Supply information on request in support of the Police's reporting obligations.
- 11.3 The Parties acknowledge that the Official Information Act 1982 applies and the parties may be required to release information about this MOU, the delivery and the Parties' relationship. Each Party agrees to promptly advise the other Party of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.
- 11.4 Any information provided by one Party to the other Party (including to their employees, volunteers, or agents) in relation to the performance of this MOU and the provision of the delivery, must be treated as confidential information and must not be disclosed unless required by law or with the other Party's prior written approval, unless such information is:
- a) At the time it was disclosed, generally available to, and known by, the public (other than as a result of a breach of this clause 9);
 - b) Was available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party; or
 - c) Required to be disclosed by law.
- 11.5 The Parties must ensure that Confidential Information remains secure at all times and access to such information is limited to personnel who reasonably require access in the performance of this MOU and the provision of the delivery. The Parties must ensure that personnel who are provided access to Confidential Information are aware of and adhere to, the confidentiality obligations of this MOU.

12. Media

- 12.1 The Parties agree to advise the other Party:
- a) If it becomes aware of any issue relating to this MOU that has or may have media or public interest
 - b) As soon as possible if it issues to the media or any member of the public any oral or written statement about this MOU.
- 12.2 Parties' media and social media engagement should not cause reputational or organisational harm to any Party.
- 12.4 All parties' communications should, where appropriate, note the contribution the Parties all make towards the successful delivery of SAR outcomes.

13. Variations

- 13.1 Subject to clauses 13.2, 13.3 and 13.4, this MOU may only be varied in writing between the Parties.

13.2 This MOU is to be read subject to any Cabinet Directives or changes in law.

13.3 Where the Parties become aware of any changes to Government policy or decisions affecting the Purpose of this MOU, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this MOU where necessary.

13.4 Parties Council may at any time, vary the terms of this MOU to give effect to the instructions of the Minister(s) of the Crown.

14. Legal Effect

14.1 Nothing in this MOU is intended to make either Party liable for the actions of the other Party or constitute any legal relationship between the Parties.

15. Representatives

15.1 The Parties' representatives for the purposes of this MOU are:

NZSAR Council

NZSAR Secretariat Manager for, and on behalf of, the NZSAR Council

Address: 3 Queens Wharf
Wellington

PO Box 3175

Telephone: 021 249 0462

The New Zealand Police

Representative: National Manager

Address: Police National Headquarters
180 Molesworth St
Thorndon
Wellington

Facsimile: 04 498 7406

Telephone: 04 474 9499

16. Counterparts

16.1 This MOU may be signed by the Parties in counterparts, all of which, when signed, will constitute the agreement between the Parties.

D. DEFINITIONS

17. In this MOU (including the Schedules), the following definitions apply:

17.1 **Annual Letter of Agreement** means the Letter of Agreement issued by the NZSAR Council to the Police annually less the initial year.

17.2 **Conditions** means the requirements which must be satisfied in respect of any Reporting and Contingency Funding and may include requirements relating to how the funds will be applied, the deliverables and itemised costs, the value being provided, how this relates to the NZSAR Council's Goals, and how the value will be measured and reported.

17.3 **Contingent investment** means investment that is contingent on Ministry of Transport agreement.

17.4 **NZSAR Council Goals** means the 4 key goals set out in the NZSAR Council's Strategic Plan 2017-2020.

17.5 **Police Manual** means the manual published on the NZSAR.govt.nz website from time to time in respect of the role of the Police in the SAR operational framework.

17.6 **SAR** means search and rescue.

17.7 **SAR operations and Search and Rescue Services** means the performance of distress monitoring, communication, coordination, and search and rescue functions, including provision of medical advice, initial medical assistance, or medical evacuation, through the use of public and private resources, including cooperating aircraft, vessels, and other craft and installations.

E. EXECUTION

Signed by **THE SECRETARY FOR TRANSPORT** (representing the New Zealand Search and Rescue Council):

P. Marin

Secretary/Authorised Signatory

In the presence of:

[Signature]
Witness Signature

Shayn Forty
Witness Name

Executive Assistant
Occupation

3 Queens Wharf, Wellington.

Address:

Signed by **NEW ZEALAND POLICE:**

[Signature]
Asst Commissioner/Authorised Signatory 01/04/2021

In the presence of:

[Signature]
Witness Signature

N.P. Brown
Witness Name

Police Constable.
Occupation

180 Motesworth St
Address: Wellington. 6011

SCHEDULE 1

Deliverables, Reporting and Monitoring

1. Context

- a) The Police will provide reports to the NZSAR Secretariat as per the frequency in the reporting table to meet monitoring and performance reporting needs
- b) The Police will apply the NZSAR Council Funding Principles
- c) The Police will meet their obligations as per agreed SAR data sharing agreements. This includes provision of data into SARdonyx in a timely and accurate manner and provision of other SAR related data and forms.

2. Delivery and Implementation

The Police Deliverables through this MoU as per Clause 4 are:

- a) 11 District Search and Rescue Assistant Co-coordinator (non- operational) positions
- b) In delivering 2 a), the Police shall demonstrate through regular (as per the schedules) reporting to NZSAR, the increase in effectiveness of SAR operations and Search and Rescue services through the districts from the implementation of the items below. This should include the:
 - i. Description of the current baseline service performance and the demonstrated improvement being generated from the new investment
 - ii. Cost breakdowns outlining where the funding has been applied and where/how this will be seen in Police accountability reports and public documents.
- c) Vote Administration

Monthly appropriation reporting drawdown totals are required by Waka Kotahi (New Zealand Transport Agency). The Ministry of Transport Finance team and NZP Finance team will engage to coordinate the requirements.

INITIATIVE ONE: 11 District Search and Rescue Assistant Co-coordinator positions (non-operational).

#	Initiative	Initiative Context
1	District Search and Rescue Assistant Co-coordinator positions (non-operational)	<p><u>Investment:</u> Up to \$3,300,000 for 2020/21-2022/23 at \$1,100,000 per annum. Outyears at \$1,100,000.</p> <p><u>Purpose:</u> To establish 11, appropriately skilled, non-operational District Search and Rescue Assistant Co-coordinator positions.</p> <p>These non-operational positions are primarily intended to improve inter SAR agency readiness and operational effectiveness through improved planning, communication, liaison, collaboration and information exchange. They are a result of the 2019 Police SAR</p>

#	Initiative	Initiative Context
		<p>Assessment and they will work to address the agreed recommendations of that assessment. They will also strengthen the relationship between Police National Headquarters and the NZSAR Council by assembling and providing data and information on SAR sector matters which can be shared as appropriate with relevant SAR partners</p> <p>They will assist the District SAR Coordinators to support the Policing Districts, sector partners and communities with SAR readiness, reduction and recovery including activities such as multi agency readiness planning, individual and collective SAR training, SAR resource management, SAREX planning and evaluation, lesson learning and dissemination, record keeping and sharing, SAR assurance functionality. They will also:</p> <ul style="list-style-type: none"> • Foster and support all-of-SAR sector collaboration and coordination between SAR people, teams, units and organisations • Participate, at mutually agreeable dates/times, in SAR sector forums to assist, inform and advance PNHQ and/or NZSAR Council and/or SAR sector initiatives, activities or projects • Proactively support the interaction and information exchange between the NZSAR Secretariat, RCCNZ, Police and the wider volunteer SAR sector at an Area and District level in order to enhance SAR readiness, relationships and response capabilities • Assist by ensuring operational and non-operational reporting is completed accurately and forwarded in a timely manner • In addition to their District responsibilities, they are expected to act, operate and support a joint, multi agency, all-of-NZ approach to the provision of SAR services. <p>The PNHQ based position will support the Police National SAR Coordinator.</p> <p>All positions are intended to enhance and improve both Police and NZSAR Council leadership of the broader SAR sector and deliver both Police SAR objectives and NZSAR Council Goals. They are not a replacement or substitute for any existing sworn or non-sworn Police staff or positions.</p> <p><u>NZSAR - NZ Police Joint expectations:</u></p> <ul style="list-style-type: none"> • The positions will be Police District based (or PNHQ) and will be fully supported financially, administratively and logistically by the Districts (or PNHQ) • The assistant coordinators (and District SAR Coordinators where possible) will meet with NZSAR and Rescue Coordination Centre of New Zealand (RCCNZ) for the

#	Initiative	Initiative Context
		<p>purpose of general information sharing, consider any areas for collaboration and keeping the sector connected</p> <ul style="list-style-type: none"> • The assistant coordinators will be an important channel for SAR sector ideas, feedback and information. Attendance at additional meetings, workshops and events will be by mutual agreement. On a case by case basis, some NZSAR funding may be made available to support their attendance if the District funding for that purpose is exhausted. The role/position descriptions for the 10 district-based positions need to be nationally consistent position descriptions, agreed with by NZSAR prior to any position being offered. The assistant coordinators need to be able to work effectively with volunteers and have strong stakeholder management skills • A representative from the NZSAR Secretariat will assist with the shortlisting and be on the employment panel for the PNHQ position. NZSAR representation will endeavour to be made available for the employment panels for the other assistant coordinators on request. • The assistant Police District SAR coordinators are non-sworn, non-operational positions • These positions are intended to support NZ Police sworn staff with SAR reduction, readiness, response support and recovery • They will be employed solely for search and rescue purposes and funded from the PLA (except where NZSAR agrees to meet costs for specific situations) • No other Police function or role is to be allocated to them • Non-operational assistant coordinators will be positioned in each 10 Police Districts (3 x Pan-Auckland districts receive one assistant coordinator) with one additional coordinator position allocated at Police National Headquarters (PNHQ) • 11 SAR assistant co-ordinators are in addition to any and all existing or planned Police SAR roles (<i>From the Police 'Operational Framework': a suitable Police employee as District SAR coordinator responsible for the administration and coordination of SAR activities within their district</i>) • Data and information exchange and provision from SAROP's and exercises and training courses and exercises, for SARdonyx or for other coordinating partner requirements, is completed accurately and timely by the assistant coordinators <p><u>Police Reporting to NZSAR:</u> Bi-Annual Reporting by District</p>

#	Initiative	Initiative Context
		<p>The role of a SAR assistant coordinator will be to provide a bi-annual report from each district which will initially include key activities and achievements, assurance reporting, issues of concern, SAR risks manifesting, SAR prevention updates, engagement with SAR partners, training achievement and gaps, workshops attended, SAROPs and SAREXs supported – as well as other activities NZP wishes to include or be undertaken.</p> <p>Annual Reporting by District:</p> <ul style="list-style-type: none"> • Proposed budget for NZSAR agreement in advance • Budget report in arrears with variance commentary by district and all roles/district combined • NZSAR and PNQ will agree a set of practical performance metrics and/or concepts for use to report qualitatively and quantitatively on how the roles are assisting Police and SAR Sector performance. This information will be used to inform future planning, and sector learnings • Report qualitatively and quantitatively on how the roles are assisting Police SAR activity, with this information being used to inform future planning and for any sector learnings. NZSAR will collaborate with NZP to identify any useful performance metrics and/or concepts that can be used • How the coordinators have influenced collaboration with sector partners during the year • Qualitative comment by district as to the value derived from having the new roles in place and what should be taken forward to discussions with NZSAR for the following year(s) • Confirmation that all SARdonyx and data exchange requirements have been met • How Health and Safety Obligations have been met, and any recommendations NZP might make for the SAR sector • Lessons learned from exercises and training undertaken that can be understood and built on by the coordinators and sector • The NZSAR goals being achieved and NZSAR risks being managed or contributed to.

APPENDIX ONE: NZSAR GOALS

Goals	Impacts Sought
A robust and integrated SAR system	Integrated sector: To improve services and mitigate risk through an integrated collective cross culture SAR sector, which is supported by policies, processes, safe SAR practice, and ongoing understanding of the SAR system. Funding models are diversified.
Efficient and sustainable SAR organisations	Effective SAR services: Delivered by high performing, sustainably funded SAR organisations that are fit-for-purpose, and responsive to change. Also aim to: <ul style="list-style-type: none"> • Improve SAR system data quality and access • Improve technology for SAROPs.
Capable SAR people	Maximise Capability: Appropriate training can be accessed and coordinated. Knowledge sharing will improve volunteer worker engagement, skills, health & safety and SAROP standard practices.
SAR prevention	Reduce number and severity of SARs: Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.

APPENDIX TWO: NZSAR FUNDING PRINCIPLES

<https://nzsar.govt.nz/Publications/Strategic-Docs>

APPENDIX THREE: NZSAR RISK MATRIX

The NZSAR Risk Matrix can be found here: [Risk Matrix » NZSAR](#)

APPENDIX FOUR: USEFUL LINKS

1. Treasury <https://treasury.govt.nz/>
2. Office of the Auditor General <https://oag.parliament.nz/>
3. NZSAR <https://nzsar.govt.nz/>
4. New Zealand Police <https://police.govt.nz>

SCHEDULE 2

Investment

The Investment will be executed via a PLA via Section 9(1) of the Land Transport Management Act (2003) and allocated to Vote Police from Vote Transport. Its components, including out year funding, are:

#	Item	2020/21	2021/22	2022/23	Outyears
1	Police SAR Assessment response: Funding for 11 Assistant District Search and Rescue Co-ordinator positions.	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000