

**JOINT SERVICE LEVEL AGREEMENT WITH  
NEW ZEALAND LAND SEARCH AND RESCUE  
FOR SEARCH AND RESCUE SERVICES**



# LAND SEARCH AND RESCUE JOINT SERVICE LEVEL AGREEMENT

for the provision of search and rescue outcomes and operations

## CONTENTS

LAND SEARCH AND RESCUE JOINT SERVICE LEVEL AGREEMENT .....	2
PARTIES .....	4
STRATEGIC CONTEXT .....	5
AGREEMENT .....	7
1. TERM .....	7
2. PURPOSE AND OUTCOMES .....	7
3. RELATIONSHIP MANAGEMENT .....	8
4. SERVICES .....	9
5. BILATERAL SAR AGREEMENTS .....	9
6. PAYMENT .....	9
7. NZSAR FUNDING PRINCIPLES AND REPORTING .....	9
8. ANNUAL LETTER OF INTENT .....	10
9. HEALTH AND SAFETY .....	11
10. FAILURE TO PERFORM .....	11
11. TERMINATION .....	12
12. PRIVACY, INFORMATION AND CONFIDENTIALITY .....	12
13. MEDIA .....	13
14. INSURANCE AND POLICIES .....	13
15. DISPUTE RESOLUTION .....	13
16. VARIATIONS .....	14
17. ASSIGNMENT AND CONTRACTING .....	14
18. FORCE MAJEURE .....	14
19. LEGAL EFFECT .....	15
20. COMPLIANCE WITH LAWS .....	15
21. CONFLICT OF INTEREST .....	15
22. COSTS AND TAXES .....	15
23. NOTICES .....	16
24. SURVIVAL .....	17

<b>25. WAIVER</b>	<b>17</b>
<b>26. COUNTERPARTS</b>	<b>17</b>
<b>27. DEFINITIONS</b>	<b>17</b>
<b>28. EXECUTION</b>	<b>20</b>
<b>SERVICE LEVEL AGREEMENT SCHEDULES</b>	<b>22</b>
<b>SCHEDULE 1 RESPONSE AND SUPPORT SERVICES</b>	<b>23</b>
<b>SCHEDULE 2 PURCHASING AND PERFORMANCE</b>	<b>25</b>
<b>SCHEDULE 3 REPORTING TRACKING AND TIMING</b>	<b>34</b>
<b>SCHEDULE 4 OPERATIONAL RATES</b>	<b>38</b>
<b>SCHEDULE 5 PAYMENTS</b>	<b>38</b>
<b>SCHEDULE 6: HEALTH, SAFETY AND WELL-BEING</b>	<b>40</b>
<b>APPENDIX ONE: NZSAR GOALS</b>	<b>44</b>
<b>APPENDIX TWO: NZSAR FUNDING PRINCIPLES</b>	<b>44</b>
<b>APPENDIX THREE: NZSAR RISK MATRIX</b>	<b>44</b>
<b>APPENDIX FOUR: USEFUL LINKS</b>	<b>44</b>

## **PARTIES**

**NEW ZEALAND LAND SEARCH AND RESCUE INCORPORATED**, an incorporated society established under the Incorporated Societies Act 1908 ("**LandSAR**"),

and

**THE SECRETARY FOR TRANSPORT** (represented by the New Zealand Search and Rescue Council) ("**NZSAR Council**")

and

**NEW ZEALAND POLICE**, established under and regulated by the Policing Act 2008 and Policing Regulations 2008 ("**the Police**"),

and

**MARITIME NEW ZEALAND**, a Crown entity continued under the Maritime Transport Act 1994 (incorporating the Rescue Coordination Centre New Zealand as an operating division) ("**Maritime NZ**" and "**RCCNZ**" respectively)

together, being "the Parties", and individually a "Party".

**NEW ZEALAND POLICE** and **MARITIME NEW ZEALAND** are collectively known as the 'coordinating authorities'.

## STRATEGIC CONTEXT

- A. Effective search and rescue requires the active cooperation of a number of organisations to work successfully. The principles of sound and cooperative relationships based on mutual respect and goodwill is central to effective search and rescue operations.
- B. The *New Zealand Search and Rescue Operational Framework* establishes the national framework for overall development, coordination, and improvement of search and rescue services within the New Zealand Search and Rescue Region. The Framework defines the Coordinating Authorities and the categories of SAR operations; it is given further operational effect by *New Zealand's Search and Rescue Guidelines*.
- C. The NZSAR Council provides SAR-specific strategic leadership and direction to the many organisations that make up New Zealand's Search and Rescue (SAR) sector. The SAR sector aims to provide effective search and rescue services throughout New Zealand's SAR region and provide quick, effective and efficient responses to people in distress. The NZSAR Council is responsible for ensuring that the SAR sector is aligned, coherent and cohesive. The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the NZSAR Council's behalf in accordance with the NZSAR Council's directions.
- D. The Police are responsible for coordinating the conduct of Category I<sup>1</sup> Search and Rescue Operations (SAROPs) within New Zealand.
- E. Maritime NZ is responsible, pursuant to Section 431 of the Maritime Transport Act 1994 and following the issue of Ministerial directions given pursuant to Section 14C Civil Aviation Act 1990<sup>2</sup>, for providing Category II SAR operations within the NZSRR as established by international agreements.
- F. Rescue Coordination Centre New Zealand (RCCNZ) is Maritime NZ's operational facility responsible for coordinating the conduct of Category II<sup>3</sup> SAROPs within the NZSRR.
- G. LandSAR provides, through its member Groups (which are generally incorporated societies under the Incorporated Societies Act 1908), SAR capabilities in response to, and in support of, SAROPs coordinated by the Coordinating Authorities.
- H. In discharging its support and response obligations LandSAR also engages with the public to provide land recreation safety advice and information, medical assistance and advice, and support for incident control including communications. LandSAR also undertakes a range of national administrative

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<sup>1</sup> See NZ Search and Rescue Operational Framework

<sup>2</sup> Note the Civil Aviation Act bill is before the House of Representatives as at March 2020. A variation to the SLA will be applied when legislation once passed by the House of Representatives

<sup>3</sup> See NZ Search and Rescue Operational Framework.

functions including fundraising, health and safety, purchasing, and third party event support.

- I. LandSAR receives funding from the Crown to deliver SAR outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the sector and achieve the outcomes in Section 2.1 and 2.2.
- J. The Government has chosen to invest in LandSAR and the SAR sector with revenue derived from fuel excise duties (see Section 9(1)) of the Land Transport Management Act 2003). The Ministry of Transport administers and monitors this funding through the NZSAR Secretariat.
- K. The SLA investment has increased significantly for the 2020-2023 SLA period. In line with the increased investment, this agreement includes requirements for transparency, cross-sector collaboration and support, sharing of services, demonstration of value for money, and collective approach to SAR sector issues.
- L. To assist it achieve its goals, the NZSAR Council has agreed a set of NZSAR Funding Principles (the Principles) to be applied to the use of all Funds. The Principles outline clear expectations for the use of public resources, especially where they are disbursed to a third party for use. The Principles set expectations for accountability, value for money, decision-making integrity, and financial transparency. The NZSAR Council requires the Principles to be applied to the regular reporting and monitoring requirements.
- M. The SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR outcomes and how LandSAR will be supported to deliver those outcomes. Each initiative requires a plan agreed in advance with NZSAR that applies sound and proportionate project management principles. This may include but is not limited to aspects such as purpose, budget, milestones, measures of success, key performance measures and performance reporting, and decision criteria for business cases.
- N. The parties will assist to raise public awareness of search and rescue prevention, outcomes and operations, and enhance the community standing of LandSAR, the Police, RCCNZ and the wider SAR sector;
- O. The Parties enter into this joint service level agreement (SLA) to set out the terms that apply to the use of the Funds.

## **AGREEMENT**

### **1. TERM**

- 1.1 This SLA commences on 1 July 2020 for a period of three years and terminates on 30 June 2023 unless terminated earlier in accordance with Section 11.
- 1.2 This SLA will be reviewed by the Parties—Maritime New Zealand, the Police, the NZSAR Council, and LandSAR—at least three months prior to the termination date and at any other time if requested in writing by any Party.
- 1.3 This SLA may be extended for a further term by written agreement of the parties.

### **2. PURPOSE AND OUTCOMES**

2.1 The purpose of this SLA is to:

- a) establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between LandSAR (at the national, regional and local level), the other Parties, and SAR sector partners, to achieve the outcomes set out in Section 2.1 and 2.2
- b) describe the funding arrangements for supporting, developing and maintaining SAR capability for New Zealand by LandSAR, in order to provide SAR services, and contribute to the achievement of the NZSAR Council goals and mitigate identified NZSAR Council risks
- c) describe and agree the SAR services to be provided and to ensure the Funding Principles are applied to achieve financial stewardship, collaboration and transparency.

2.2 LandSAR will use the funding provided to achieve the following SAR outcomes to:

- a) be a strong and sustainable, well-governed and robust organisation, which is able to provide efficient and effective SAR services on request to the Coordinating Authorities;
- b) provide and maintain consistent, effective and efficient land search and rescue services throughout New Zealand for those in distress where LandSAR has available resources;
- c) work jointly together with the other Parties and SAR sector partners around effective training for operational and non-operational SAR duties;
- d) provide appropriately trained personnel at a level that can safely respond to incidents as and where required at identified locations in New Zealand where LandSAR have available resources;
- e) ensure the funds provided through this SLA contribute to achieving the NZSAR Council goals, and mitigate identified NZSAR Council risks;
- f) actively collaborate and work together with NZSAR and SAR sector partners to deliver desired SAR outcomes, projects and workstreams

- g) apply the NZSAR Funding Principles to ensure organisational sustainability, and financial transparency
- h) obtain and share agreed organisational, operational, performance, financial and safety data /information in a timely manner;
- i) plan strategically and collectively to ensure SLA funding is applied to maximise effective SAR outcomes,
- j) encourage and support LandSAR volunteers to join and contribute to the organisation and work safely with them.

### **3. RELATIONSHIP MANAGEMENT**

- 3.1 The Parties agree this SLA is entered into with a view to maintain and enhance the existing harmonious and collaborative relationship to achieve the NZSAR Council's Goals.
- 3.2 The Parties agree to work collaboratively and co-operatively with SAR sector partners to seek sector wide efficiencies, work together to support shared services, and to support the combined SAR sector.
- 3.3 The Parties agree to work collaboratively and co-operatively with SAR sector partners to achieve the NZSAR Council's goals, mitigate identified NZSAR Council risks and share agreed performance information.
- 3.4 The Parties recognise that this SLA is a living document and will proactively engage with each other to discuss delivery and expectations, especially where Contingent initiatives are applicable.
- 3.5 Each party will provide an appropriate representative for any engagement required under this SLA to ensure the Purpose (s 2.1) can be achieved. Note engagement also includes, through reporting, providing both the granular<sup>4</sup> information needed by NZSAR for its purposes and more macro information for NZSAR to provide to the Ministry of Transport.
- 3.6 All parties have a part to play in monitoring the implementation of this Agreement. The Coordinating Authorities are responsible for monitoring individual response services, the provision of information and exercise attendance. The Coordinating Authorities or their nominated evaluator shall have the right to observe the performance of SAR operational services by LandSAR under this Agreement, including the delivery of any of its outcomes and operations, and shall have the right to conduct interviews with anyone involved in the SAR operation provided reasonable notice is given to LandSAR.

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<sup>4</sup> Includes but is not limited to: organisational staff and volunteer information such as age and diversity, demonstrated performance information, all revenue earned and costs and incurred, number and type of assets and the funding sources



#### **4. SERVICES**

- 4.1 Services are to be provided in line with the Operational Framework, NZ's SAR Guidelines, SAR chapter of the Police Manual, Police policies, processes and practices, RCCNZ's Standard Operating Procedures, and LandSAR's policies, processes and practices.
- 4.2. LandSAR must notify the Parties as soon as practicable where LandSAR becomes aware of any circumstance affecting its capacity or ability to deliver the SAR outcomes and operations.
- 4.3 Throughout the year the Parties will monitor and discuss the general and specific initiatives funded by the SLA. Changes to initiatives timing, purpose, requirements, measures and funding may be considered at any time and implemented following mutual agreement and written confirmation. Initiative objectives may not vary significantly from those approved by joint Ministers without agreement.

#### **5. BILATERAL SAR AGREEMENTS**

- 5.1 To ensure the SAR sector supports the achievement of NZSAR goals, mitigates NZSAR Council risks and uses the available funding in the most efficient and collaborative way, it is appropriate for any other bilateral agreements to be dis-established. This will assist the efficiency of sector funding and the avoidance of duplicated funding.
- 5.2 Any previously existing bilateral agreements between LandSAR and the other Parties are superseded by this SLA.

#### **6. PAYMENT**

- 6.1 Agreed general and specific payments to LandSAR will be in accordance with the Schedules.
- 6.2 Funding of specific contingent initiatives is at the discretion and agreement of the Ministry of Transport. The LandSAR contingent funding initiatives are set out in Schedule 2.

#### **7. NZSAR FUNDING PRINCIPLES AND REPORTING**

- 7.1 LandSAR are responsible for ensuring received funds are applied in accordance with the NZSAR Funding Principles set out in Appendix Two.
- 7.2 Subject to Sections 6.1 and 6.2:
  - a) General Funds may be applied through Schedule 1 and Schedule 2 to any SAR-related activity determined by LandSAR and agreed in advance by NZSAR;
  - b) Specific Funds may only be applied to the specifically agreed initiatives

- c) Contingent Funds may be applied at the discretion and agreement of the Ministry of Transport.

7.3 LandSAR agree to:

- a) meet the reporting and monitoring requirements set out in the Schedules and the Annual Letter of Intent, and initiative plans as mutually agreed.
- b) ensure that annual financial statements are audited by a qualified auditor and copies of the auditor's report and annual accounts are provided to the NZSAR Council, as soon as practicable;
- c) authorise and direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

## **8. ANNUAL LETTER OF INTENT**

8.1 Regular LandSAR performance reports and the review meetings throughout the year will inform the content of the next Annual Letter of Intent.

8.2 NZSAR and LandSAR will undertake an annual review to discuss the progress made against the letter of Intent. NZSAR and LandSAR will keep all Parties informed of these discussions.

8.3 Following the annual review, the Annual Letter of Intent will be issued by NZSAR to LandSAR each year. The Annual Letter will be issued approximately mid-May each year.

8.4 The Annual Letter of Intent (the Annual Letter) will:

- a) explain the NZSAR Council's intent and priorities for the use of the SLA funding for the year ahead.
- b) summarise changes to initiative agreed by the Parties throughout the year (under section 4) and document approved changes for the year ahead.
- c) set out the NZSAR Council priorities for LandSAR to utilise the Council's SLA funding for the forthcoming financial year (1 July – 30 June annually);
- d) set out new or changed information and performance information requirements;
- e) set out variations to the SLA, including to initiative objectives, delivery, timings and performance measures;
- f) set out any amendments to processes, procedures, expectations or required information in relation to this SLA;
- g) include other elements as required.

8.5 LandSAR will consider the matters raised in the Annual Letter and any proposed changes to the SLA and provide a written response to the NZSAR Council within 20 working days prior to the commencement of each financial year.

- 8.6 LandSAR's written response should confirm all matters agreed (including the term of the SLA), address the matters raised in the Letter, and outline any circumstances which may impact outyear delivery, and include the LandSAR proposed organisational budget for the year, across all its initiatives.
- 8.7 In response to any matters which remain under negotiation NZSAR will seek to discuss and resolve any matters in accordance with Section 3.
- 8.8 A final Annual Letter of Intent will be issued.

## **9. HEALTH AND SAFETY**

- 9.1 The Parties acknowledge that the Health and Safety at Work Act 2015 applies to SAR activities, and each party will comply with their health and safety obligations set out in Schedule 6.

## **10. FAILURE TO PERFORM**

- 10.1 Where the Coordinating Authorities and/or NZSAR consider on reasonable grounds that the SAR outcomes and services (operations, training, exercises) have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities will, as soon as practicable, notify LandSAR, and the NZSAR Council.
- 10.2 Where the NZSAR Council has been notified by a Coordinating Authority as per Section 10.1 or considers on reasonable grounds that the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the NZSAR Council will as soon as practicable, notify LandSAR.
- 10.3 In accordance with the principles set out in Section 3, the Parties will use reasonable endeavors to resolve these matters to the satisfaction of the Parties.
- 10.4 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council or a Coordinating Authority still considers on reasonable grounds that either the SAR outcomes and operations have not been provided in accordance with this SLA or the reporting requirements have not been met, the Coordinating Authorities may:
- a) require LandSAR to remedy the deficiency at the LandSAR's cost;
  - b) withhold payment until the deficiency has been remedied; and/or
  - c) if the deficiency remains un-remedied for an unreasonable amount of time or cannot be remedied, deduct as appropriate amount from a future payment, and/or terminate the agreement.

## **11. TERMINATION**

- 11.1 Any Party to this agreement may terminate this SLA on giving six months' notice in writing to the other Party. For clarity, any notice to terminate this SLA by one Party will terminate this SLA for all Parties.
- 11.2 Any party to this agreement may terminate this SLA in accordance with Section 18.
- 11.3 In the event of termination, LandSAR will make a refund of funding paid or the NZSAR Council will provide a final invoice for payment by LandSAR, to account for any funding paid or due, on a pro-rata basis.

## **12. PRIVACY, INFORMATION AND CONFIDENTIALITY**

- 12.1 The Parties must 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 1993.
- 12.2 Subject to any applicable law (including Section 20), the Parties agree to:
  - a) share information in order to enhance community safety; and
  - b) supply information on request in support of LandSAR's reporting obligations.
- 12.3 The Parties acknowledge that the Ministry of Transport, Maritime NZ, Police and NZSAR are subject to the Official Information Act 1982 and information held by the Ministry of Transport, Maritime NZ, Police, NZSAR, or by LandSAR through this SLA, is subject to requests under this Act. Once agreed by all parties, this SLA will be proactively released to the NZSAR website. Each Party agrees to promptly advise the other parties of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.
- 12.4 Any information provided by one Party to another Party (including to their employees, volunteers, or agents) in relation to the performance of this SLA and the provision of the SAR outcomes and operations, 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 SLA);
  - 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.
- 12.5 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 SLA. The Parties must ensure that personnel

who are provided access to Confidential Information are aware of and adhere to the confidentiality obligations of this SLA.

- 12.6 LandSAR, Maritime NZ (RCCNZ) and Police will share information in order to enhance community safety, subject to applicable law.
- 12.7. Police and Maritime NZ (RCCNZ) will supply information to LandSAR on request to support reporting requirements of this Agreement.

### **13. MEDIA**

13.1 The Parties agree to advise the other Parties as soon as practicable:

- a) if a party becomes aware of any issue relating to this SLA that has or may have media or public interest; and
- b) if it issues to the media or any member of the public any oral or written statement about this SLA;
- c) if a party issues a media or social media statement or comment that includes or mentions one of the other parties.

13.2 Parties' media and social media engagement should not cause reputational or organisational harm to any Party.

13.3 All parties' communications should, where appropriate, note the contribution the Parties all make towards the successful delivery of SAR outcomes.

### **14. INSURANCE AND POLICIES**

14.1 LandSAR must ensure that it has in place the appropriate insurance policies required to protect volunteers and the activities undertaken by volunteers on behalf of LandSAR, including policies to:

- protect against loss of property and damage to third party property or persons
- protect the loss or damage to property owned by the organisation/unit/employee/volunteer, except when specific equipment is tasked that will likely result in the significant damage or destruction of the equipment.

14.2 LandSAR must also ensure it has appropriate internal policies in place governing the SAR outcomes and operations—including, for example, the use of equipment, code of conduct and health and safety.

### **15. DISPUTE RESOLUTION**

15.1 The Parties agree to act in good faith and use best endeavors to attempt to resolve any issues in relation to this SLA at the earliest opportunity with local representatives within 14 days of written notification of the matter. If the matter

remains unresolved, the Parties may refer the matter to senior representatives for resolution within 28 days of the matter being referred to them.

- 15.2 If the matter remains unresolved, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties, acting reasonably.
- 15.3 If the dispute or difference remains unresolved after mediation, then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.
- 15.4 All Parties are expected to continue to perform their respective obligations under this SLA during the resolution of any matter under this SLA.
- 15.5 The Parties will share the costs of the mediation or arbitration equally, or for arbitration, as determined by the arbitrators.

## **16. VARIATIONS**

- 16.1 This SLA may only be varied by agreement in writing between the Parties.
- 16.2 This SLA is to be read subject to any Cabinet Directives or changes in law.
- 16.3 Where the Parties become aware of any changes to Government policy or instructions of the Minister(s) of the Crown or decisions affecting the Purpose of this SLA, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this SLA where necessary.

## **17. ASSIGNMENT AND CONTRACTING**

- 17.1 Subject to Section 16, LandSAR may not transfer or assign any of its rights or obligations under this SLA or assign any aspect of the SAR outcomes and operations, unless all Parties provide agreement in writing.
- 17.2 Subject to the prior written approval of all other Parties to this SLA, LandSAR may subcontract or assign any aspect of its reporting obligations under Schedule 2 to another party who must suitably qualified to carry out those obligations and who must comply with all of the terms of this SLA (including confidentiality obligations) relating to the reporting obligations.

## **18. FORCE MAJEURE**

- 18.1 No Party will be liable to any other Party for any failure to perform its obligations under this SLA during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any Force Majeure Event.
- 18.2 Performance of any obligation affected by a Force Majeure Event shall be resumed as soon as reasonably practicable after the Force Majeure Event has ended or abated. If, by reason of a Force Majeure Event, a Party is unable to perform any material obligation under this SLA for a period of 30 days after the Force Majeure Event occurring, the other Parties may, on giving written notice to the other Parties, terminate this SLA.
- 18.3 The Party subject to the Force Majeure Event must:

- a) notify the other Parties as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome the Force Majeure Event and the steps the nonperforming party will take to comply with Sections 18.3 (b) and (c);
  - b) use all reasonable endeavors to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other Parties; and
  - c) use all reasonable endeavors to perform its obligations under this SLA as far as is practicable.
- 18.4 The NZSAR Council will not be required to approve payment for SAR outcomes and operations to the extent that LandSAR fails to perform its obligations due to a Force Majeure Event.

## **19. LEGAL EFFECT**

- 19.1 Nothing in this SLA is intended to make either Party liable for the actions of the other Party or constitute any legal relationship between the Parties.
- 19.2 Nothing in this SLA may be construed to make any Party a partner, servant, agent, employer or employee of any other Party.

## **20. COMPLIANCE WITH LAWS**

- 20.1 All Parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of SAR outcomes and this SLA.

## **21. CONFLICT OF INTEREST**

- 21.1 LandSAR warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place LandSAR in a conflict of interest position with respect to provision of the SAR outcomes.
- 21.2 If any Party becomes aware, or is notified of, any actual or potential conflict of interest during the term of this SLA, they will immediately notify the other Parties.

## **22. COSTS AND TAXES**

- 22.1 Each Party will bear its own costs of negotiating, preparing and executing this SLA.
- 22.2 LandSAR will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by LandSAR in the provision of the SAR outcomes.

## **23. NOTICES**

23.1 The addresses for notices are:

### **New Zealand Search and Rescue Council**

Name: NZSAR Secretariat Manager

Address: 3 Queens Wharf  
Wellington 6011

Fax: 04 439 9002

Phone: 021 2490463

### **LandSAR**

Name: Chief Executive Officer

Address: 8/35 Sir William Pickering Drive  
Christchurch 8053

Fax number:

Telephone: 03 374 2424

### **Maritime New Zealand**

Name: Manager RCCNZ & Safety Services (MNZ)

Address: Rescue Co-ordination Centre New Zealand  
Avalon TV Studios  
Percy Cameron St  
Lower Hutt 5040

Fax number: 04 577 8041

Telephone: 04 577 8034

### **New Zealand Police**

Representative: National Manager, Response and Operations

Address: Police National Headquarters  
180 Molesworth St  
Thorndon  
Wellington

Facsimile: 04 498 7400

Telephone: 04 474 9499

### **New Zealand Search and Rescue Council (for the Secretary for Transport)**



Name: NZSAR Secretariat Manager  
Address: Level 6, Westpac House  
318 Lambton Quay  
Wellington 6011  
Facsimile: 04 439 9002  
Telephone: 021 249 0463

## 24. SURVIVAL

24.1 On termination or expiry of this SLA, sections relating to Confidentiality, Reporting, Official Information Act, and Media will continue in full force and effect.

## 25. WAIVER

25.1 No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this SLA or to exercise any right or remedy consequent upon a breach shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

## 26. COUNTERPARTS

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

## 27. DEFINITIONS

In this SLA (including the Schedules), the following definitions apply:

- 27.1 **Annual Letter of Intent** means the Annual Letter of Intent issued by the NZSAR Council and agreed with LandSAR.
- 27.2 **Contingent Funding Conditions or Criteria** means the requirements which must be satisfied in respect of any 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.
- 27.3 **Contingency Funding** means funding that has been approved in principle by the Minister of Transport but where Conditions must be satisfied prior to payment.
- 27.4 **Coordinating Authorities** are NZ Police for Category 1 SAR incidents, RCCNZ for Category 2 SAR incidents or MNZ for Major Maritime Incidents. They are responsible for the overall conduct of the incident and will lead and manage incident operations, including media

27.5 **Force Majeure Event** means an event or circumstance beyond the reasonable control of a Party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this SLA, including:

- a) fire, floods, tsunami, storms, tempest, earthquake or other act of God;
- b) any act of a public enemy, war, riot, or act of civil or military authority;
- c) nuclear, chemical or biological contamination;
- d) epidemic or pandemic
- e) subject to paragraph (i) of this definition, any act of a third party engaged in subversive or terrorist activity or sabotage, but does not include an event to the extent that:
  - i. implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the parties or which a party has represented it has in place; or
  - ii. exercising a reasonable standard of care; or
  - iii. using information provided by the other party or which is available in the public domain; or
- f) the effect of that event could have been substantially prevented, avoided or overcome or mitigated by:
  - i. implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the parties or which a party has represented it has in place; or
  - ii. exercising a reasonable standard of care; or
  - iii. using information provided by the other party or which is available in the public domain; or
- b. it is an event for which the Party affected is or was directly responsible; or
- c. that event is caused by any act or omission of a Party's personnel; or
- d. that event is constituted or caused by an insolvency event.

27.6 **Funds** means the General Funds and Specific Funds and Contingent Funds approved by the Minister in respect of the SAR Services:

- General Funds means the funding approved by the Minister for application in accordance with Section 7.2(a)
- Specific Funds means the funding approved by the Minister for application in accordance with Section 7.2(b)
- Contingent Funds means the funding by the Minister for application in accordance with Section 7.2(c).

27.7 **Incidental damage** is damage beyond normal wear and tear that may affect the safety or performance of a Rescue Asset. The cost of repairing the damage must be less than the excess on the asset's insurance policy

27.8 **Major Maritime Incident** is an instance of something happening, an event or occurrence in New Zealand's maritime area of interest that poses an actual or potential threat to life, the environment or property where the incident's scale, duration and complexity mean the risks and/or consequences of the incident will

be substantive. The legal basis for members of SLSNZ assisting MNZ with a Major Maritime Incident is provided in the Maritime Transport Act 1994.

- 27.9 **NZSAR Council Goals** means the documented Goals of the NZSAR Council set out in Appendix One.
- 27.10 **NZSRR** means the New Zealand search and rescue region.
- 27.11 **Risks** means identified risks and their treatments set out in Appendix Three.
- 27.12 **SAR** means search and rescue.
- 27.13 **SAR Sector** means the organisations and entities that perform and assist (or prevent the requirement for) the provision of Search and Rescue services within the NZSRR.
- 27.14 **SAROP** means a search and rescue operation undertaken to locate and retrieve persons missing or in distress.
- 27.15 **SAR Outcomes** means delivery of the requirements in Section 2.2.
- 27.16 **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.

**28. EXECUTION**

Executed as an agreement.

Date: July 8 2020

Signed by **NEW ZEALAND POLICE:**



\_\_\_\_\_  
Commissioner/Authorised Signatory

In the presence of:



\_\_\_\_\_  
Witness Signature

P. Theobald

\_\_\_\_\_  
Witness Name

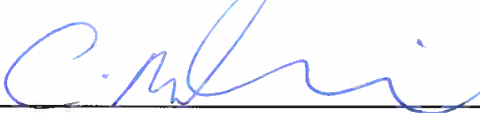
Net SAR Coordinator

\_\_\_\_\_  
Occupation

PNHQ

\_\_\_\_\_  
Address

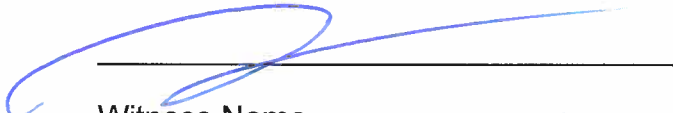
Signed by **NEW ZEALAND LAND SEARCH AND RESCUE INCORPORATED**



\_\_\_\_\_  
Chief Executive Officer/Authorised Signatory

In the presence of:

\_\_\_\_\_  
Witness Signature



\_\_\_\_\_  
Witness Name

Jon McQueen

\_\_\_\_\_  
Occupation

Development & Fundraising Manager, Land SAR


\_\_\_\_\_  
Address

2/306 Evans Bay Parade  
HATAITAI  
WLG, 6021

Signed by **MARITIME NEW ZEALAND:**

  
\_\_\_\_\_  
Chairperson/Authorised Signatory

In the presence of:


  
\_\_\_\_\_  
Witness Signature

SUSAN LISTER  
\_\_\_\_\_  
Witness Name

GOVERNANCE  
SUPPORT ADVISOR  
\_\_\_\_\_  
Occupation

MNZ | GREY ST WELLINGTON  
\_\_\_\_\_  
Address

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

  
\_\_\_\_\_  
Secretary/Authorised Signatory

In the presence of:

  
\_\_\_\_\_  
Witness Signature

Lynda Holden  
\_\_\_\_\_  
Witness Name

Executive Assistant  
\_\_\_\_\_  
Occupation

Wellington.  
\_\_\_\_\_  
Address

## **SERVICE LEVEL AGREEMENT SCHEDULES**

1. Response and Support Services
2. Purchasing and Performance
3. Reporting, Tracking and Timing
4. LandSAR Operational Rates
5. Payments
6. Health, Safety and Well-Being.

## SCHEDULE 1 RESPONSE AND SUPPORT SERVICES

1. LandSAR will provide the following **response services** to the Coordinating Authorities:
  - a) **Search and rescue services.** The provision of search and rescue services in a timely manner by trained personnel using appropriate equipment on request by the Coordinating Authorities in support of SAROPs. SAR operations will be conducted in line with the Operational Framework, NZ's SAR Guidelines, Police policies and procedures, RCCNZ Standard Operating Procedures, and LandSAR's best practices. As part of this, LandSAR is required to:
    - i) **Tracking information.** Make available to the Coordinating Authorities any and all tracking data (or SAROP location data) where it exists. Where possible the data is to be made available in real time to enable the Coordinating Authorities to task, monitor and assist in search processes
    - ii) **Advice.** The provision of specialist LandSAR advice to the Coordinating Authorities or other SAR providing partners on request
    - iii) **Incident Management Team (IMT).** The provision of appropriately IMT Member(s) at the Incident Control Point or other location as agreed with the Coordinating Authority
    - iv) **Operational Information:**
      - The provision of agreed post SAR incident data in the appropriate format, within agreed timelines and using agreed processes.
2. LandSAR will provide the following **support services** to the Coordinating Authorities in aid of supporting, developing and maintaining SAR capability for New Zealand include:
  - a) Support Information:
    - i) Current details of LandSAR's operational capability information including organisation, structure, locations, capabilities, contact lists, equipment and callout procedures. This information is to be accurately maintained and provided to the Coordinating Authorities in an agreed manner, including via the NZSAR Online Resources Database at least bi-annually. Any changes to LandSAR's operational capability are to be advised as soon as possible
    - ii) Reporting as soon as practicable with the appropriate or agreed information to the relevant coordinating authority on every occurrence where LandSAR provides a SAR response to a coordinating authority, and where LandSAR provides expert advice to the Coordinating authorities or SAR partners

- b) **Training and Exercises.** The Parties expect that where appropriate and with the prior agreement of LandSAR and the relevant Coordinating Authority, LandSAR will participate in and support joint SAR training exercises. Where appropriate LandSAR will invite and include other SAR sector people in LandSAR skill acquisition training. Costs for such training are to be managed by mutual agreement.
- c) **SAR meetings, workshops and working groups.** Appropriate LandSAR people will attend and support SAR meetings and other fora at the local, district and national levels to facilitate the provision of the response and support Services and to assist in meeting the reporting requirements in Schedules 2 and 3. This includes attending NZSAR Consultative Committee meetings, workshops and working groups and other NZSAR forums on agreement. Provision will be made to attend online or via phone conference when physical attendance is not possible.
- d) **Advice.** LandSAR will provide specialist LandSAR advice to the Coordinating Authorities or other SAR partners on request.



## SCHEDULE 2 PURCHASING AND PERFORMANCE

1. All Parties are responsible for, and have a part to play in the success of the SLA and its ongoing management. Effective purchasing will provide the basis for the assessment of service delivery, accountability for public money, informing reviews, and making decisions about how to proceed at the expiry of the SLA.
2. The coordinating authorities are purchasing response and support services from LandSAR through this agreement's General Funding. This funding and other government funding is intended to purchase response and support services for the Coordinating Authorities as detailed in Schedule 1, and:
3. **Outcome sought.** Providing 1 and 2 above through the General Funding enables LandSAR to achieve the outcomes included in Section 2.2 and Section 7, and report on this through the table below.
4. **Planning and Performance.** This SLA describes the necessary arrangements for the use of people and resources to achieve effective SAR outcomes. It also describes how LandSAR will be supported to deliver those outcomes and contribute to a collective SAR sector. This SLA significantly increases the number of supported initiatives. These new initiatives are intended to support LandSAR and the wider SAR sector. They require an agreed joint approach to their planning, delivery and performance measurement with NZSAR.
5. Each new initiative requires a clear governance approach which articulates agreed steps for planning, plan execution, oversight, milestones, responsibilities, collaborative opportunities, measures, reporting, budgeting, go/no-go points and similar sound project management processes. The intended first step is for LandSAR to invest in project management and planning capability to ensure effective implementation of the initiative.
6. NZSAR will agree with LandSAR the timing and funding for each initiative based on LandSAR preferences to proceed with each initiative.
7. The schedules in Table 1 below discusses the general funding and each new initiative:



GENERAL FUNDING

Table One

#	Initiative	Reporting Required
1	General Funding	<p><u>Existing Funding:</u> \$1,950,000 for 2020/21-2022/23 at \$650,000 per annum. Outyears at \$650,000.</p> <p><u>Existing Funding:</u> \$187,500 for 2020/21-2022/23 at \$62,500 per annum for 0.5 FTE for competency and training. Outyears at \$62,500.</p> <p><u>Existing Funding:</u> \$90,000 for 2020/21-2022/23 at \$30,000 per annum, for integrated IT system support. Outyears at \$30,000.</p> <p><u>Total Funding:</u> \$2,227,500 for 2020-21-2022/23 at \$742,500 per annum. Outyears at \$742,500.</p> <p><u>Purpose:</u> LandSAR receives funding from the Crown to deliver SAR outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the sector and achieve the outcomes in Section 2.1 and 2.2.</p> <p><u>NZSAR Requirements:</u> LandSAR is to develop a project plan for NZSAR agreement that will:</p> <ul style="list-style-type: none"> <li>• identify what the funding will be spent on and the associated budget for each initiative</li> <li>• success measures and key performance measures for each area being funded</li> <li>• the plan must set out where LandSAR is applying for, or anticipating funding from other sources to support these areas</li> <li>• where this funding contributes to the initiatives funded for 2020/21-2022/23 below</li> <li>• be clear on the breakdown between expenditure on capital items and operational costs</li> <li>• annual budgets and milestones for each of the funded areas</li> <li>• meet the information and data exchange reporting requirements where necessary.</li> </ul> <p><u>LandSAR Reporting:</u></p> <ul style="list-style-type: none"> <li>• <u>Prepare</u> 6- and 12-month reports detailing: <ul style="list-style-type: none"> <li>○ what is being achieved /was achieved with the funding for each budget initiative identified</li> <li>○ the budget to actuals and variance commentaries for each initiative and where funding is being applied to the new initiatives below.</li> </ul> </li> <li>• Annually, the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul> <p>Through the Annual Letter of Intent, NZSAR will agree required annual and overall progress with LandSAR for the general funding.</p>

**EXISTING AND SPECIFIC FUNDING FOR NEW INITIATIVES**

1. **Outcomes Sought.** Demonstrate what is being purchased/delivered, for what cost, over what time, and how benefits will be tracked.
2. **Alignment:** The spending relationship between this funding and the new initiatives must be clear. It is expected this funding will be used consistently on very similar items/areas. The funding may be applied to capability building such as depreciation, maintenance, and training, so long as services are delivered as expected. This will specifically require NZSAR agreement. The funding cannot be used for remuneration of LandSAR volunteers but can be applied for reimbursements and honoraria. Some of the funding can be applied to overheads and compliance expenses.
3. **Reporting:** LandSAR can agree with NZSAR the reporting structure which must include the below information in Table 2. The frequency of reporting is also included in each initiative.
4. **Funding:** Note that from the 2017-2020 SLA, \$255,000 per annum funding has been assigned across several initiatives. Where this occurs it is referenced in the initiative, and the total funding is identified.

Table Two		
#	Initiative	Specific Reporting Required
2	Safer Walking Framework support	<p><u>New Funding:</u> <b>Up to \$549,000</b> for 2020/21-2022/23 only at \$183,000 per annum.</p> <p><u>Existing Funding:</u> \$300,000 for 1.0 FTE for 'Wander SAR' for 2020/21-2022/23 at \$100,000 per annum. \$100,000 for outyears.</p> <p><u>Total Funding:</u> <b>Up to \$849,000</b> for 2020/21-2022/23 at \$283,000 per annum. Outyears at \$100,000.</p> <p><u>Purpose:</u> To supplement the existing funding to provide management for the effective performance of NZ's Safer Walking Framework.</p> <p><u>NZSAR Requirements:</u>                      LandSAR is to develop a project plan for NZSAR agreement that will have LandSAR:</p> <ul style="list-style-type: none"> <li>• lead, coordinate, and implement the effective coordination and implementation of the Safer Walking Framework.</li> <li>• coordinate the national effort to implement the Framework</li> <li>• coordinate and deliver the key aspects of support and education to reduce the incidence of wander SAR</li> <li>• coordinate and deliver with <u>equal</u> emphasis the 4 framework pillars (reduction, readiness, response, recovery)</li> <li>• be clear on the breakdown between expenditure on capital items and the other operational costs</li> <li>• identify annual budgets and milestones</li> <li>• the quantification of demand over time and whether this would make the funding and initiative sustainable (how the work could be self-sustaining at the end of the 3 years)</li> <li>• how success will be defined and measured</li> <li>• how this initiative will seek to be self-sustaining at the end of the SLA period</li> <li>• explore how the framework could be used for other vulnerable sections of SAR partners' work.</li> </ul> <p><u>LandSAR Reporting:</u> 6-monthly and 12-monthly qualitative and quantitative updates on the:</p> <ul style="list-style-type: none"> <li>• progress in all 4 framework elements and associated budget reporting and variances</li> </ul>

Table Two

#	Initiative	Specific Reporting Required
		<ul style="list-style-type: none"> <li>the contributing partners' activity, progress and contributions</li> <li>a summary of all training and education undertaken and where</li> <li>engagement with other SAR partners to leverage from LandSAR learnings</li> <li>operational results of searches</li> <li>the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>

#	Initiative	Specific Reporting Required
3	Provision of better governance	<p><b>Funding:</b> Up to \$2,750,000 for 2020/21-2022/23 split into \$970,000 for 2020/21, \$890,000 for 2021/22, \$890,000 for 2022/23. \$840,000 for outyears.</p> <p><b>Note:</b> Director fee increases are not included in the funding.</p> <p><b>Purpose:</b> Provision of better governance for LandSAR including:</p> <ul style="list-style-type: none"> <li>extending existing LandSAR Group Support Officer roles to provide better regional convergence and encompass a wider range of support and relationship functions. Within these roles will include one specific person as a point of contact for each of the NZ Police districts (3 in Auckland amalgamated into 1). Note that \$720,000 of the 2020/21 \$970,000 is for 6 FTEs at \$120,000 each. That leaves \$250,000 for Opex investment.</li> <li>increasing the numbers of women in Governance roles</li> <li>governance development for Board members including Health and Safety</li> <li>developing a non-operational/governance volunteer pathway.</li> </ul> <p><b>NZSAR Requirements:</b></p> <p>LandSAR is to develop a project plan for NZSAR agreement that will agree a plan that will reflect the expenditure breakdown and agreed performance measures for each purpose area, including:</p> <ul style="list-style-type: none"> <li><b>LandSAR Group Support roles:</b> NZSAR input into, and agreement of the position descriptions</li> <li><b>Women in Governance:</b> Clear plan outlining how the increase in representation over the three year period (including expected annually) will occur. Content required on what the new ratio/representation will result in for LandSAR, including any culture change or organisational change issues</li> <li><b>Board Governance development including Health and Safety:</b> The three-year development plan and what success looks like at the end of the three years. What do the outyears look like based on the first 3 years, and what will governance performance reporting look like.</li> <li><b>Volunteer pathway:</b> Plan the pathway and the training resources. Engagement with SAR partners required to leverage polices, procedures, frameworks already developed.</li> </ul> <p><b>LandSAR Reporting:</b> 6-month reporting against budget and milestones for the purpose areas, including:</p> <ul style="list-style-type: none"> <li><b>LandSAR Group Coordinator roles:</b> Progress of implementation and what is being achieved in 6-monthly increments from the roles</li> <li><b>Women in Governance:</b> Numbers – progress vs targets, all diversity information</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Health and Safety:</b> Health and Safety improvements due to the changes and investment made</li> <li>• <b>Volunteer pathway:</b> The resources developed and how they have been used in the 6-month period.</li> </ul> <p><u>LandSAR</u> : 12-month qualitative and quantitative reporting, including:</p> <ul style="list-style-type: none"> <li>• performance and performance measures progress for the purpose areas.</li> <li>• Governance development: the implementation progress of the Governance training over time and insights from that which could also be used for other SAR partners</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
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#	Initiative	Specific Reporting Required
4	Fundraising Manager and volunteer relationships	<p><u>Funding:</u> <b>Up to</b> \$375,000 for 2020/21-2022/23 at \$125,000 per annum. \$125,000 for outyears.</p> <p><u>Purpose:</u> Continuation of FTE funding to:</p> <ul style="list-style-type: none"> <li>• Support ongoing fundraising and volunteer relationship management</li> </ul> <p><u>NZSAR Requirements:</u></p> <p>LandSAR is to develop a three year project plan for NZSAR agreement that will:</p> <ul style="list-style-type: none"> <li>• NZSAR and LandSAR agree what the specific fundraising budget, targets, milestones and activities will be</li> <li>• clarify what fundraising self-sustainability looks like and agreement on how and when that is reached</li> <li>• set out the relationship management plan</li> </ul> <p><u>Reporting:</u> 6- and 12-monthly for:</p> <ul style="list-style-type: none"> <li>• the fundraising establishment and targets</li> <li>• number of volunteers increasing from fundraising as sustainability increase</li> <li>• reporting against agreed relationship targets / goals</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
5	Long Range Digital Communications/Radios (LRDRs)	<p><u>Funding:</u> <b>Up to</b> \$280,000 for 2020-21 only.</p> <p><u>Purpose:</u> To combine existing VHF radios with new mobile repeaters to convert incoming VHF into digital HF transmissions (to cover up to 450km)</p> <p><u>NZSAR Requirements:</u></p> <p>LandSAR is to develop a project plan for NZSAR agreement that will establish a trial – which may need to be spread over two years (NZSAR will engage the MoT as necessary).</p> <p>The plan will need to include:</p> <ul style="list-style-type: none"> <li>• the trial budget, and success measures which could be scaled for a full implementation funding application</li> </ul>

		<ul style="list-style-type: none"> <li>• collaboration with the STWGL and specifically AREC, NZ Police and RCCNZ</li> <li>• how volunteers will be trained</li> <li>• (should the trial be successful) a proposed procurement plan, options and costs</li> <li>• the decision criteria for proceed / do not proceed.</li> </ul> <p><u>Reporting:</u></p> <ul style="list-style-type: none"> <li>• <b>One year trial:</b> quarterly progress of expenditure vs milestones.</li> <li>• <b>Two year trial:</b> 6-monthly progress of expenditure vs milestones. End of project report.</li> <li>• The initiative implementation reporting recommendations will be included in the initiative project report.</li> <li>• The NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
6	Volunteer Manager	<p><u>Funding:</u> Up to \$465,000 for 2020/21-2022/23, split into \$175,000 for 2020/21, \$145,000 for 2021/22, \$145,000 for 2022/23. \$145,000 for outyears.</p> <p><u>Purpose:</u> To engage a Volunteer Sustainability Manager for volunteer sustainability, recognition of volunteers and improving volunteer diversity</p> <p><u>NZSAR Requirements:</u></p> <p>LandSAR is to develop a project plan for NZSAR agreement which:</p> <ul style="list-style-type: none"> <li>• will agree a position description with NZSAR that: <ul style="list-style-type: none"> <li>○ will achieve the listed purpose</li> <li>○ results in a volunteer strategy with a detailed budget and milestones</li> <li>○ links practical activity and planning lessons/learnings with other SAR partners</li> <li>○ will address the LandSAR Volunteer New Zealand study 2019 recommendations and articulate links to other strategic partners</li> <li>○ will harmonise activities with other SAR partners volunteer strategies, and align with NZSAR volunteer workstreams</li> <li>○ ensure the pathways align to other SAR partners</li> </ul> </li> <li>• identifies measures to track success, including: <ul style="list-style-type: none"> <li>○ uptake of volunteer training</li> <li>○ expected vs actual change in volunteer diversity numbers</li> <li>○ how volunteers will be recognised annually.</li> </ul> </li> </ul> <p><u>Reporting:</u> 6- and 12-month reporting progress against the NZSAR requirements, including:</p> <ul style="list-style-type: none"> <li>• budget and milestones identification and variance reporting</li> <li>• progress of engagement with SAR partners.</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>

7	Safety Manager	<p><u>New Funding:</u> Up to \$189,000 for 2020/21-2022/23, at \$63,000 per annum. \$63,000 for outyears.</p> <p><u>Existing Funding:</u> \$187,500 for 2020/21-2022/23 at \$62,500 per annum for 0.5 FTE for the Safety Management System. Outyears at \$62,500.</p> <p><u>Total Funding:</u> \$376,500 for 2020/21-2022/23 at \$125,500 per annum (amalgamating the 2 x 0.5 FTE into 1 FTE) for the Safety Manager and System. Outyears at \$125,500.</p> <p><u>Purpose:</u> To consolidate the Safety Management position to 1 FTE for the ongoing development and maintenance of safety systems</p> <p><u>NZSAR Requirements:</u> LandSAR is to develop a project plan for NZSAR agreement that includes:</p> <ul style="list-style-type: none"> <li>• the position description for agreement with NZSAR</li> <li>• qualitative and quantitative measures for reporting which outline the benefits of the LandSAR safety management systems</li> <li>• budget and associated progress milestones</li> <li>• progress against the H&amp;S requirements in the H&amp;S Schedule 6</li> <li>• a link and working relationship to the volunteer support in the 'psychological well-being support' initiative</li> <li>• engagement with other SAR partners to leverage H&amp;S progress opportunities.</li> </ul> <p><u>Reporting:</u> 6- and 12-month reporting on the:</p> <ul style="list-style-type: none"> <li>• progress of the safety system development against the H&amp;S schedule</li> <li>• budget and milestone progress</li> <li>• H&amp;S improvements LandSAR is experiencing and progress against the measures</li> <li>• collaboration with SAR partners</li> <li>• the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
8	Psychological wellbeing support for volunteers	<p><u>Funding:</u> Up to \$600,000 for 2020/21-2022/23 only, at \$200,000 per annum.</p> <p><u>Purpose:</u> To provide support for the psychological well-being of volunteers. To specifically provide One Day CIS Monitoring and Management training for 250 members per annum and Third party assistance programme for all operational members.</p> <p><u>NZSAR Requirements:</u> LandSAR is to develop a project plan for NZSAR agreement that:</p> <ul style="list-style-type: none"> <li>• sets out what the programme will include and how it will be developed.</li> <li>• is clear on how the programme will be developed so the training and support for volunteers can be continued after 2022-23</li> <li>• sets out the programme budget and milestones</li> <li>• sets out the expected value from the programme and associated measures of success</li> <li>• identifies lessons learned and useful programme information for SAR partners who could benefit from this.</li> </ul> <p><u>LandSAR Reporting:</u></p> <ul style="list-style-type: none"> <li>• quarterly reporting on how many volunteers and operational members have received training</li> <li>• 6- and 12-monthly reporting on</li> </ul>



		<ul style="list-style-type: none"> <li>○ progress against the programme and measures of success</li> <li>○ how the training is being used</li> <li>○ the progress of the measures and budget spend</li> <li>● the collaboration with SAR partners</li> <li>● the NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>
9	Volunteer Personal Protection Equipment (PPE)	<p><u>Funding:</u> Up to \$450,000 for 2020/21-2022/23 only, at \$150,000 per annum.</p> <p><u>Purpose:</u> To provide 20% of the total cost of equipping volunteers with rainwear and thermal clothing layers.</p> <p><u>NZSAR Requirements:</u></p> <p>LandSAR is to develop a project plan for NZSAR agreement that:</p> <ul style="list-style-type: none"> <li>● details the PPE gear to be purchased and how that will occur in the procurement plan</li> <li>● LandSAR opportunities to engage with other SAR partners for joint purchasing</li> <li>● how LandSAR will track and report the volunteers equipped</li> <li>● how the 20% ratio will be adhered to</li> <li>● other revenue services that will be used for volunteer rainwear and thermal clothing.</li> </ul> <p><u>Reporting:</u> 6- and 12-month reporting to include:</p> <ul style="list-style-type: none"> <li>● numbers of volunteers equipped and the expenditure ratios</li> <li>● contributions to the initiative from other revenue sources</li> <li>● any issues with the purchasing and lessons for future purchasing</li> <li>● SAR PPE collaboration</li> <li>● The NZSAR goals being contributed to and the NZSAR risks being managed or contributed to by the initiative.</li> </ul>

**CONTINGENT FUNDING FOR NEW INITIATIVES**

LandSAR has no contingent items.

### SCHEDULE 3 REPORTING TRACKING AND TIMING

The table includes all funded items<sup>5</sup>. The table reflects all activity and reporting frequency so LandSAR and NZSAR can track reporting over time.

- a) LandSAR will provide reports to the NZSAR Secretariat, on a quarterly and annual basis, for monitoring and performance measurement purposes.
- b) Quarterly<sup>6</sup> reports will focus on operational information and associated messaging.
- c) Six-monthly (period to 31 December) and annual (period to 30 June) reports will include operational information and performance progress against all items funded.
- d) Reporting requirements are outlined in table 4 below.

Table Four			
#	Initiative	Reporting Frequency and audience	Report recipient
10	Reply to Letter of Intent	By 20 working days prior to 1 July	NZSAR Council
11	<p>SAR operational information</p> <p>Provide the SAR Coordinating Authority information about LandSAR resources placed on standby or deployed during a SAR incident, when LandSAR has not been invited to complete SARdonyx collaboration. Information to be provided:</p> <ul style="list-style-type: none"> <li>• LandSAR Group</li> <li>• type of use (standby or deployed) by Group</li> <li>• total volunteer numbers by Group</li> <li>• total volunteer hours by Group</li> <li>• any health, safety &amp; wellbeing incident that occurred during the SAR operation.</li> </ul> <p>The Coordinating Authorities are obligated to utilise this information in the completion of their SARdonyx report</p>	Within 5 days post SAR incident involving LandSAR.	Coordinating Authority
12	<p>SARdonyx collaboration</p> <p>Complete a SARdonyx collaboration report when requested by the Coordinating Authorities, in line with the agreed SARdonyx workflow process</p>	Within 5 days of receipt of a SARdonyx collaboration request	Coordinating Authority
13	<p>LandSAR-led Activity Reporting</p> <ul style="list-style-type: none"> <li>i) A quarterly summary of non-SAROP activity LandSAR conducts at the request of Civil Defence and Emergency Management (CDEM) Groups National Emergency Management Agency (NEMA) OR the</li> </ul>	Quarterly	NZSAR Secretariat

<sup>5</sup> Including funded items continuing from 2017-20 and the new 2020-23 funded items

<sup>6</sup> Within: 10 working days of 30 Sep, 15 working days of 31 Dec, 10 working days of 31 Mar, 10 working days of 30 June

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
	<p>Ministry of Primary Industries (MPI). This LandSAR activity is not that which is typically authorised by a Coordinating Authority.</p> <ul style="list-style-type: none"> <li>ii) Any other significant issues or risks (including those relating to organisational capability / culture, relationships) arising during the period or anticipated in a future period and the impacts of these issues / risks;</li> <li>iii) Updates about organisational information;</li> <li>iv) LandSAR will report on participation at SAR-related meetings and forums;</li> <li>v) LandSAR will report on national-level exercises, training and meetings with relevance to the SAR sector</li> <li>vi) LandSAR will identify and share with the NZSAR Secretariat any 'lessons' identified by LandSAR as a result of SAROPs, training, or SAREXs on occurrence and as they are available.</li> </ul>		
14	<p>SAR Organisational Human Resource information</p> <ul style="list-style-type: none"> <li>• LandSAR will contribute to, and work with NZSAR and SAR partners to assist in the development of the SARdonyx Volunteer Data Standard as requested by NZSAR</li> <li>• LandSAR will provide the Volunteer Data Information, as per the agreement requirements.</li> </ul>	To be agreed as part of the agreed Data Standard	NZSAR Secretariat
15	<p>Resource Database Reporting</p> <ul style="list-style-type: none"> <li>• LandSAR will advise the NZSAR Secretariat in writing annually that it has met its annually update obligations and audited the LandSAR information contained within the Online NZSAR Resources Database for accuracy.</li> <li>• LandSAR (National body) will ensure the Resources Database (by Groups) is updated six-monthly to ensure it is accurate and up-to-date. Updates for any significant change in Group capacity, capability or call out method will be provided within 30 days</li> <li>• LandSAR will identify a dedicated point of contact for the coordinating authorities to engage with re the Resources Database.</li> </ul>	<p>Annual: Within 10 working days of 30 June.</p> <p>Six-monthly or where significant change within 30 days.</p>	<p>NZSAR Secretariat</p> <p>Coordinating Authorities</p>
16	<p>Financial Information Report following Audit</p> <p>LandSAR will contribute to and work with NZSAR and SLA partners to develop an agreed separate Finance schedule/agreement to this SLA that sets out the annual financial reports required by NZSAR and the independent assurance sought by NZSAR relating to those reports.</p> <p>This will include the below and agreement as to how these can be completed and each SALA partners autonomy to do this:</p> <p>Financial Reports and Assurance that:</p> <ul style="list-style-type: none"> <li>• demonstrate that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc).</li> </ul>	Annually after ratification at the AGM	NZSAR Secretariat

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
	<ul style="list-style-type: none"> <li>• clearly show how the Crown funding was applied during the year; and how this compares with the budget (in the reply to the letter of intent) provided to NZSAR</li> <li>• affirm the SLA partner has complied with their written financial procedures.</li> <li>• provide assurance the accounts are completed correctly (as per the legal requirements of the XRB &amp; Charities Services)</li> <li>• provide assurance the SLA partner has followed and applied their written financial procedures throughout the year</li> <li>• provide assurance the SLA partner has met the requirements of the appropriate Act(s) (i.e. that the NGO has not been deregistered)</li> <li>• show that there is a clear summary of how the SLA money (generic funding, specific funding, Police or other Grants) was spent during the year – and this to be compared to the budget provided at the start of the year in the reply to the letter of intent. (Notes: (1) the summary could already be included as a note in the audited accounts to make it easier to cut and paste it into the letter from the auditor; (2) the accountants should be doing this work, and the auditors are providing an independent check). Note an agreed lower level of \$ that needs to be reported on will be agreed.</li> <li>• provide a summary of the whole-of-organisation income for the year (so we have more clarity about the funding volatility for the sector)</li> <li>• set out what the Police grant was applied to</li> </ul> <p>The draft SLAs referred to ‘special purpose reports’ as a way to provide the independent assurance. This was not clear. The intent is that SLA partners should be able to develop and contribute as they want to into the development of the finance products / outputs, so long as these will meet the independent assurance requirements. That should provide the necessary autonomy for partners.</p> <p>Existing</p> <ol style="list-style-type: none"> <li>i) An Annual Report or equivalent, including the audited annual financial statements.</li> <li>ii) A copy of the finalised funding investment key performance indicators within four weeks of the effective date of this SLA;</li> <li>iii) An annual update of the fundraising investment key performance indicators at the end of each financial year of this SLA;</li> <li>iv) A summary qualitative and quantitative report outlining the effectiveness of the NZSAR Council fundraising investment as at 30 June 2020.</li> </ol>		
17	Reports against the ‘General Funding Section and Items’ in Schedule 2	As per the table	NZSAR Secretariat
18	Reports against the ‘Specific Funding Section and Initiatives’ in Schedule 2	As per the table	NZSAR Secretariat

Table Four

#	Initiative	Reporting Frequency and audience	Report recipient
19	Reports against the 'Contingent Funding Initiatives' in Schedule 2	As per the table	NZSAR Secretariat
20	Reports against the 'Health and Safety Requirements' in Schedule 6	6-monthly	NZSAR Secretariat
21	<p>Meetings</p> <p>a) LandSAR is expected to maintain and provide through the Annual Letter, or as soon as practicable after, the LandSAR meeting information for the year (dates, times, durations, likely invitees)</p> <p>b) All SAR sector partners are expected to attend NZSAR Consultative Council meetings (NZSAR will provide dates for all sector partners, and sector partners will ensure any conflicts are managed).</p> <p>c) LandSAR will invite the parties to this agreement and SAR sector partners to attend its Annual General Meeting (AGM).</p> <p>d) LandSAR will engage with SAR sector partners to ensure their AGMs are not held on the same day.</p>	Quarterly	NZSAR Secretariat
22	LandSAR will nominate relevant LandSAR members for the NZSAR awards appropriate	As required and requested	NZSAR Secretariat
23	Local Exercises and Local meetings: LandSAR will advise the local Police District SAR Coordinator of local SAR exercises and local SAR meetings as agreed with the local Police District SAR Coordinator	As required	Coordinating Authorities

## SCHEDULE 4 OPERATIONAL RATES

A separate agreement attached to this SLA between LandSAR and the Coordinating Authorities will include any agreed operational payment rates. LandSAR and the Coordinating Authorities will negotiate and agree the operational payment rates, and advise NZSAR when the agreement is finalised.

## SCHEDULE 5 PAYMENTS

The Funds have been approved as follows and must be applied to the following specific activities:

1. It is intended that LandSAR will be able to provide a predictable level of response for Coordinating Authorities in line with a largely predictable income stream. Payments will also assist with the adequate maintenance and planned depreciation of expensive SAR assets.
2. NZSAR Council (Crown) funding to LandSAR comprises existing general and specific components and funding up to the maximum approved total for new initiatives.

### Summary Table

Initiative	2020/21 \$000s	2021/22 \$000s	2022/23 \$000s	Outyears \$000s
Current Baseline	905	905	905	905
New Funding (up to)	2,146	1,756	1,756	1,173
Total Maximum Funding (up to)	3,051	2,661	2,661	2,078

3. Payments for each financial year will generally be in 4 quarterly payments (July, 1 October, 1 January, 1 March), unless the parties agree to amend this in writing. NZSAR will engage with LandSAR to meet their organisational funding requirements and can reflect annual payments and payment changes in the Annual Letter.
4. Payments for all initiatives will be dependent on agreed plans, as per the requirements in the Schedules and described in the Annual Letter.
5. Payments will be made by the NZSAR Council, through the Secretary for Transport, to the LandSAR national body for SAR services. It is not intended that payments be used for the remuneration of LandSAR volunteers, but LandSAR may choose to use a portion for reimbursements and honoraria.

6. LandSAR is to remain aware that the expenditure of SLA funding by the NZSAR Council must reflect and be aligned to the NZSAR Council Funding Principles.
7. LandSAR may, at its discretion, apply revenue obtained from the Crown under this Agreement to capability building such as depreciation, maintenance and training, as long as services are delivered as expected. All such payments must be clearly identified against budgeted initiatives.
8. LandSAR acknowledges that the NZSAR Council funding principles apply to all expenditure of SLA funding and expenditure of payments by the NZSAR Council must remain transparent and is open to public scrutiny.
9. It is acknowledged that LandSAR performs non-SAR functions with its people and assets. LandSAR will ensure these non-SAR functions will not be funded through funding under this SLA.
10. LandSAR also receives funding for its services from a variety of other sources such as the Lotteries Grants Board, sponsorships, bequests etc. LandSAR will ensure it will not apply any funding under this SLA to matters being funded through these other sources.
11. Payments under this SLA are intended to support the availability of the search and rescue personnel and assets for Coordinating Authorities to use when and where they need them. It is expected that some of the payments will be directed at organisational overhead and compliance expenses, with the remainder supporting the provision of the agreed SAR services. It is not intended that the payments will meet the full costs for the provision of the agreed SAR services as much of the infrastructure is already in existence and used for non-SAR purposes.

**12. Police Grants 2020/21-2022/23**

As part of the relationship agreement between the Coordinating Authorities and LandSAR NZ, NZ Police will pay LandSAR NZ an annual grant of \$155,000 as described in the table below. Payments will be made on receipt of an invoice from LandSAR NZ.

**Annual Payments**

To	How	Amount
LandSAR NZ National Office	On invoice	\$150,000
Wanaka LandSAR ACR Team	On invoice	\$1,000
Taranaki Alpine Cliff Rescue	On invoice	\$1,000
Ruapehu Alpine Rescue Organisation	On invoice	\$1,000
LandSAR South Westland ACR Team	On invoice	\$1,000
Christchurch Alpine Cliff Rescue	On invoice	\$1,000



## **SCHEDULE 6: HEALTH, SAFETY AND WELL-BEING**

### **Health and Safety Outcomes**

1. The Health and Safety at Work Act 2015 (HSWA) sets out the legislative requirements for Health and Safety which the Parties to this SLA are bound by for all activities.
2. Consistent with the values-based [or principles-based] focus of this SLA, the Coordinating Authorities are seeking a relationship where reporting and continually improving a range of agreed positive performance indicators (PPIs) ensure meaningful and future-oriented health and safety outcomes.
3. NZSAR seeks assurance through regular reporting they can have confidence in the maturity of LandSAR's health and safety management system (HSMS).
4. As part of the relationship, LandSAR demonstrates how Health and Safety is an important part of their organisation, and central to their relationship with all staff and volunteers.
5. Ensuring the well-being of all LandSAR staff and volunteers is a desired Health and Safety outcome and should be a key component in LandSAR's HSMS.
6. Incident data can inform the PPIs but reporting should demonstrate how incidents are assessed, and then influence or initiate changes to practices, training, policies, processes and equipment use (including procurement).

### **Health and Safety at Work Act 2015 (HSWA) obligations**

7. All parties will comply with the relevant aspects of HSWA and any other relevant legislation, standards, codes of practice.
8. Each 'Person Conducting a Business Undertaking' (PCBU), as reasonably practicable, owes a duty of care to staff and volunteers for all SAR-related activities<sup>7</sup>, and must ensure the health and safety of other people is not put at risk from work carried out by the SLA partner
9. The PCBU's specific obligations, as is reasonably practicable, includes providing:
  - 9.1 And maintaining a safe work environment, all equipment and facilities (including access)
  - 9.2 Information, training, monitoring and supervision to protect staff and volunteers from health and safety risks, and to prevent illness and injury.

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<sup>7</sup> Includes SAR operations, SAR exercises, and training

## **Well-Being Obligations**

10. Maintaining the well-being and mental health of LandSAR's SAR people is the responsibility of LandSAR. LandSAR is expected to offer and provide well-being, grief and trauma<sup>8</sup> counselling, and resilience training through the LandSAR HSMS for all LandSAR people as required.

## **SAR Activities**

11. SAR activities include Category 1 and Category 2 SAR operations, multi-partner SAR exercises, SAR exercises, and SAR training.
12. If they feel Health and Safety is at risk, the Coordinating Authorities may abandon or suspend a SAR operation. A SAR partner may, in consultation with the Coordinating Authority, refuse or stop a SAR tasking they have been assigned if Health and Safety is at risk.
13. During a SAROP, the parties may have overlapping duties of care. Each PCBU will work with all parties to ensure the relevant HSWA obligations are met, to the extent it has the 'ability to influence and control the matter'. All the parties will work together to ensure the health and safety of all involved in SAR operations.
14. LandSAR will maintain a fit-for-purpose Health and a Safety Management System (HSMS) that can demonstrate how well H&S is being implemented and what is still required.

## **Relationship**

15. As per the KPMG report ('Review of Service Level Agreement' (Schedule 4) dated March 2020), the SLA parties, who are seeking to comply with the HSWA and generate a two-way relationship based on trust and reciprocity, will work together to consult, cooperate and coordinate on all H&S matters. This will include:
  - 15.1 Attending all NZSAR Strategic Occupational Health, Safety, and Wellbeing Committee meetings, and any other H&S meetings, conferences, or workshops as requested by NZSAR
  - 15.2 Provide H&S advice or comment to NZSAR and other SAR partners when LandSAR considers benefit/knowledge could be gained
  - 15.3 Allowing the Coordinating Authorities at a mutually agreed time to verify any aspect of LandSAR's HSMS
  - 15.4 A biennial independent verification check of LandSAR's Health and Safety Management System at NZSAR's cost

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<sup>8</sup> Note Trauma guidance has been developed for adoption and distribution by all SAR partners

- 15.5 Implementing recommendations from independent verification checks of the HSMS
- 15.6 Implementing lessons learned and system changes arising from H&S reporting
- 15.7 Collectively agreeing with SAR partners how to implement any new H&S requirements into Health & Safety Management Systems<sup>9</sup>

## Reporting

- 16. An appropriate system of reporting that enables a two-way relationship will strengthen the parties' ability to work together on H&S is desirable. This will ensure regular sharing of H&S information, the ability to track and exchange H&S information, and provide assurance to the coordinating authorities the Safety Management System is working. This should include:
  - 16.1 Meeting with the coordinating authorities to agree a suite of positive performance indicators (PPIs) that will demonstrate LandSAR's progress of H&S trends and improvements over time. The progress results of the PPIs above, with quantitative results and qualitative comments from Sections 3, 4, and 6 above, will form the basis of LandSAR's 6-monthly reporting.
- 17. Provide the coordinating authorities with an annual associated plan to implement any H&S audit or independent verification recommendations.
- 17 Reporting on the following to NZSAR every 6 months (unless otherwise stated):
  - 17.1 All notifiable injury, illnesses, or events sustained in the course of SAR activities, as soon as possible after they have been notified to WorkSafe NZ in line with statutory reporting requirements,
  - 17.2 All non-notifiable injury, illnesses, or events sustained in the course of SAR activities
  - 17.3 The number of health and safety incidents recorded over the past 12 months
  - 17.4 Any health and safety enforcement activity which has occurred over the past 12 months
  - 17.5 The number of people provided with health and safety training over the past 12 months
  - 17.6 The results of any internal or external health and safety independent verification or audits.

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<sup>9</sup> ie: new policies (an example would be fatigue management)

- 17.7 Progress of the PPIs (referred to in Section 2) and associated qualitative comment.
18. Reporting any health, safety or well-being incident during or as a result of a SAR operation to the relevant coordinating authority. The Coordinating Authority is obliged to capture this into the SARdonyx report for the SAR operation.

## APPENDIX ONE: NZSAR GOALS

Goals	Impacts Sought
A robust and integrated SAR system	<b>Integrated sector:</b> 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	<b>Effective SAR services:</b> 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"> <li>• improve SAR system data quality and access</li> <li>• improve technology for SAROPs.</li> </ul>
Capable SAR people	<b>Maximise Capability:</b> Appropriate training can be accessed and coordinated. Knowledge sharing will improve volunteer worker engagement, skills, health & safety and SAROP standard practices.
SAR prevention	<b>Reduce number and severity of SAROPs:</b> Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.

## APPENDIX TWO: NZSAR FUNDING PRINCIPLES

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

## APPENDIX THREE: NZSAR RISK MATRIX

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

## 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/>

