

**Memorandum of Understanding
for Search and Rescue Services
between the
New Zealand Police
and the
New Zealand Search and Rescue Council
2023/24 to 2024/25**



New Zealand Police Memorandum of Understanding

for the provision of search and rescue services

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Parties

The New Zealand Police established under and regulated by the policing act 2008 and policing regulations 2008 ("**Police**")

and

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".

Strategic Context

- A The NZSAR Council provides national strategic governance and leadership to New Zealand's search and rescue (**SAR**) sector.
- B Police are responsible for coordinating Category I Search and Rescue Operations (**SAROPs**) within New Zealand as provided under the Policing Act 2008 and through the New Zealand Search and Rescue Operational Framework, and the Search and Rescue Chapter of the **Police Manual**.
- C The provision of Police SAR services is funded through the Search and Rescue Activities Permanent Legislative Authority (PLA) in Vote Police.
- D Police receives additional investment¹ outlined in this Memorandum of Understanding (MOU) approved by the Ministers of Finance and Transport to improve SAR outcomes. The investment is monitored by the NZSAR Secretariat on behalf of the NZSAR Council and the Ministry of Transport (MoT).
- E Police is a member of the NZSAR Council.
- F This MOU sets out the principles that apply and the intention of the Parties in respect of the use of the investment described in this MOU.

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

Agreement

1 Term

- 1.1 This MOU commences on 1 July 2023 for a period of two years and terminates on 30 June 2025 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:
- a) Set out the investment arrangements for supporting and improving the delivery of SAR services i.e., the Police's responsibility for coordinating Category I SAROPs within New Zealand and supporting the wider sector including through **SAREXs**.
 - b) Establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between the 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 (the **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.
- 3.4 The Parties agree to meet twice a year to discuss the progress of the funded initiatives, including one meeting as part of developing the **Annual Letter of Agreement** (see Clause 7).

4 Delivery

- 4.1 The investment described in this MOU will be used by the Police to provide the following deliverables:
- a) Civilian District Search and Rescue Assistant Coordinator (Assistant Coordinators) (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 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.
- 4.5 The Police will maintain the scope, definition, and performance measures for the Search and Rescue PLA in the Vote Police Estimates of Appropriation. The Police will report against these measures and provide the MoT and the NZSAR Council with the reported information.

5 Investment

- 5.1 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.
- 5.2 The PLA investment performance measures will link explicitly to expectations, services, and reporting detailed in this MOU.

6 Reporting and the NZSAR Funding Principles

- 6.1 The NZSAR Council 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 Funding Principles.

² Police National Headquarters

- 6.3 The Police agree to meet the reporting and monitoring requirements set out in Schedule 1 to assist the MoT meet its reporting obligations under the Public Finance Act 1989.

7 Annual Letter of Agreement

- 7.1 Between March and May each year the Police and the NZSAR Secretariat will meet and discuss the progress of the MOU. Agreed elements will inform 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).
- 7.2 Each year during the two-year term of this MOU and within eight weeks prior to 1 July each year, the NZSAR Council will send the Annual Letter of Agreement to the Police setting out:
- a) any agreed changes to the NZSAR Council or the Police priorities for the Police to utilise the MOU funding
 - b) any agreed variations to the MOU
 - c) any agreed clarifications or amendments to this MOU.
- 7.3 The Police are asked to consider the Annual Letter of Agreement and reply within 3 weeks with a written response to the NZSAR Council in respect of those matters. The parties may agree to meet again to discuss and resolve any matters in accordance with Clause 3. Once matters are resolved a final Annual Letter of Agreement will be issued as required.

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). Each party will comply with their health and safety obligations under the Act and any other legislation, standards, and codes of practice relating to health, safety and wellbeing.

9 Failure to Perform

- 9.1 Where the NZSAR Council considers on reasonable grounds that the SAR delivery in Clause 4 and Schedule 1 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.

- 9.3 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council still considers on reasonable grounds that either the SAR delivery has not been provided in accordance with this MOU or the reporting requirements have not been met, the NZSAR Council may require the Police to remedy the deficiency at the Police's cost.

10 Termination

- 10.1 Either Party may terminate this agreement on giving twelve months' notice in writing to the other Party.
- 10.2 In the event of termination, the 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 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:
- a) is at the time it was disclosed, generally available to, and known by, the public (other than because of a breach of 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) Is required to be disclosed by law.

- 11.5 The Parties must ensure that Confidential Information always remains secure 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 Each Party agrees 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 either Party.
- 12.3 Both parties' communications should, where appropriate, note the contribution both Parties 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

Representative: NZSAR Secretariat Director
Address: 3 Queens Wharf
Wellington 6011
Email: d.ferner@nzsar.govt.nz
Phone: 021 249 0463

The New Zealand Police

Representative: Director: Capability
Address: Police National Headquarters
180 Molesworth St
Thorndon
Wellington
Email: Capability@police.govt.nz

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.

17 Definitions

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 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 **Funding Principles** means the NZSAR Council Funding Principles set out in Appendix Two.
- 17.4 **NZSAR Council Goals** means the documented goals of the NZSAR Council set out in Appendix One.
- 17.5 **NZSAR Council Risks** means the risks identified by the NZSAR Council and their treatments set out in Appendix Two.

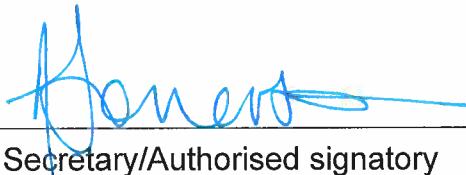
- 17.6 **Police Manual** means the manual published on the NZSAR.govt.nz website from time to time in respect of the role of the Police in the SAR operational framework.
- 17.7 **SAR** means search and rescue.
- 17.8 **SAREX** means a search and rescue exercise for the ongoing development and improvement of skills and knowledge of search and rescue personnel.
- 17.9 **SAROPS** means a search and rescue operation undertaken by a Coordinating Authority (the New Zealand Police or Maritime New Zealand) to locate and retrieve persons missing or in distress.

Execution

Executed as an agreement.

Date: 8 May 2023

Signed by the Secretary for Transport representing the **New Zealand Search and Rescue Council**



Secretary/Authorised signatory

In the presence of:




Witness signature

Witness name: Sharyn Forty
Occupation: Executive Assistant
Address: 3 Queens Wharf
Wellington.

Signed by the Commissioner of the **New Zealand Police**

0607 06 61216 Superintendent 060019
Commissioner/Authorised signatory

In the presence of:



Witness signature

Witness name: SIMON KERNATTAN

Occupation: INSPECTOR NEW ZEALAND POLICE

Address: 180 MOLESWORTH STREET

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 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 Assistant 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 SAR services through the districts. This should include the:
 - ii) description of the current baseline service performance and the demonstrated improvement being generated from the new investment
 - iii) cost breakdowns outlining where the funding has been applied and where/how this will be seen in Police accountability reports and public documents.

Vote Administration

- a) Monthly appropriation reporting drawdown totals are required by Waka Kotahi (New Zealand Transport Agency). MoT Finance and Police Finance will engage to coordinate the requirements. Implementation of the deliverables is Police's responsibility and to agree with NZSAR.

3. Initiative

Table One		
#	Initiative	Initiative Context
1	Civilian District Search and Rescue Assistant Coordinator positions (non-operational)	<p><u>Investment:</u> \$2,694,000 for 2023/24-2024/25. Split into \$1,329,000 for 2023/24 and \$1,365,000 for 2024/25 with outyear funding of \$1,100,000.</p> <p><u>Purpose:</u> For 11, appropriately skilled, Assistant Coordinators. These non-operational, non-sworn 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 Assessment, and they will work to address the agreed recommendations of that assessment. They will also strengthen the relationship between PNHQ 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, and 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, Maritime New Zealand Rescue Coordination Centre New Zealand (RCCNZ), the Police and the wider volunteer SAR sector at an Area and District level to enhance SAR readiness, relationships, and response capabilities.

Table One

#	Initiative	Initiative Context
		<ul style="list-style-type: none"> • 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 Capability Manager; Operations and Emergency Management and the Capability Coordinator, Search and Rescue.</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 Assistant Coordinators will be employed solely for SAR purposes and funded from the PLA (except when they are deployed to respond when a state of local emergency or national emergency is declared or, NZSAR agrees to meet costs for specific situations). • No other Police function or role is to be allocated to them. • They will be positioned in each 10 Police Districts (3 x Pan-Auckland districts receive one Assistant Coordinator) with one additional coordinator position allocated at PNHQ. • The Assistant Coordinators are in addition to 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>). • The positions will be Police District based (or PNHQ) and will be fully supported financially, administratively, and logistically by Police. • A representative from the NZSAR Secretariat will assist with the shortlisting and be on the employment panel for the PNHQ position as required. NZSAR representation will endeavour to be made available for

Table One

#	Initiative	Initiative Context
		<p>the employment panels for the other Assistant Coordinators on request.</p> <ul style="list-style-type: none"> • The Assistant Coordinators (and District SAR Coordinators where possible) will meet with NZSAR and RCCNZ for the purpose of general information sharing, consider any areas for collaboration and keeping the sector connected. • 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 Police 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. • All data and information exchange requirements for SARdonyx, or for other coordinating partner requirements, including regarding SAROP's, training courses and SAREXs, is completed accurately and timely. <p><u>Police Reporting to the NZSAR Council:</u></p> <p><i>Bi-Annual Reporting</i></p> <p>The role of a SAR Assistant Coordinator Team Leader will be to provide a bi-annual report which will include key district activities and achievements, budget and assurance reporting, issues of concern, SAR risks manifesting, SAR prevention updates, engagement with SAR partners, training achievement and gaps, workshops attended, and SAROPs and SAREXs supported – as well as other activities the Police wishes to include or be undertaken.</p> <p><i>Annual Reporting:</i></p> <ul style="list-style-type: none"> • NZSAR and PNHQ will agree a set of practical performance metrics and/or outcomes 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.

Table One

#	Initiative	Initiative Context
		<ul style="list-style-type: none"> • 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 the Police 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). • Reporting on recorded Health and Safety events, and any recommendations the Police might make for the SAR sector. • Confirmation that support has been provided to Police to meet the requirements for data exchange including SARdonyx. • Lessons learned from exercises and training undertaken that can be understood and built on by the coordinators and sector. • How the NZSAR Council Goals are being achieved and the NZSAR Council Risks being mitigated.

Schedule 2: Investment

The Investment will be executed via the Search and Rescue Activities PLA in Vote Police.

Its components, including out year funding, are:

Item	2023/24 \$000	2024/25 \$000	Outyears \$000
Police SAR Assessment response: Funding for 11 Civilian District Search and Rescue Assistant Coordinator positions.	\$1,329	\$1,365	\$1,100

Appendix One: NZSAR Council 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 and 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: Useful Links

[NZSAR Council Funding Principles](#)

[NZSAR Council Risk Matrix](#)

[Office of the Auditor General](#)

[The Treasury](#)