

**Memorandum of
Understanding**

Between

Coastguard New Zealand

and the

New Zealand Police

Memorandum of Understanding between Coastguard New Zealand and the New Zealand Police

This Memorandum of Understanding is made on this 00 day of XXXXXXXX 2010.

Between **Coastguard New Zealand aka The Royal New Zealand Coastguard Federation Incorporated (Coastguard)**

And **The Commissioner of Police (Police)**

1 **Introduction**

- 1.1 CNZ is established under the Incorporated Societies Act 1908;
- 1.2 The New Zealand Police is established under and regulated by the Police Act 2008 and Police Regulations 2008,
- 1.3 The Parties work together and offer advice to each other.
- 1.4 They wish to record the understanding of this relationship.

2 **Definitions**

2.1 The following are brief definitions of some of the terms used:

“**Coastguard**” means Coastguard New Zealand, its Regions and Units.

“**Coastguard New Zealand**” means the Royal New Zealand Coastguard Federation Incorporated.

“**Districts**” means the Police districts.

“**MNZ**” means Maritime New Zealand.

“**MoU**” means Memorandum of Understanding

“**Police**” means the New Zealand Police.

“**Regions**” means Coastguard Regions.

“**SAR**” means Search and Rescue.

“**SAROP**” means a SAR operation aimed at saving life, preventing injury or removing a person from a situation of peril, and includes any operation mounted solely to recover bodies from a remote location.

“**SLA**” means the Service Level Agreement between CNZ and MNZ.

“Units” means Coastguard Units.

3 Purpose

3.1 The purpose of this Memorandum of Understanding is to establish and promote a collaborative working relationship between Coastguard and the Police, and to foster collaborative working relationships between the Police and Coastguard Units on a local basis.

4 Outcomes

4.1 The desired outcomes of this MoU are to:

a) Provide and maintain effective and efficient delivery of marine SAR services reducing the risks of those in distress;

b) Provision of a marine SAR response to a consistent standard;

d) Provide appropriately trained personnel at a level that can respond to incidents as and where required at identified locations where the Coastguard have Units in New Zealand;

e) Raise public awareness of marine SAR services and enhance the community standing of both Volunteers and Police.

5 Responsibilities of the Parties

5.1 CNZ and Police will:

5.1.1 Develop and maintain a common set of standards for their personnel within marine SAR.

5.1.2 Ensure that provision is made for members of Coastguard Units and Police to be trained to meet the standards for the positions they are appointed to for operational and non-operational roles.

5.1.3 Ensure that provision is made for all personnel appointed to positions in SAR to receive training in all aspects of their respective positions at intervals sufficient to retain operational readiness.

5.1.4 Develop and provide joint training to ensure appropriate standards are met.

5.2 CNZ will:

5.2.1 Recognise Police as a partner and the agency with overall responsibility for the conduct of Category 1 marine SAROPs;

5.2.2 Undertake the coordination of Coastguard Units to carry out marine SAR operations at identified locations in New Zealand;

5.2.3 Ensure that Coastguard Volunteers are trained to the appropriate skill level and capability to work safely in their designated tasks;

5.2.4 Provide trained Volunteer personnel to undertake the duties required for marine SAROPS;

5.2.5 Maintain the standards and job descriptions for Volunteer personnel providing marine SAR services;

5.2.6 Provide suitably qualified and trained SAR Tutors to deliver SAR Volunteer training;

5.2.7 Liaise and train with associated organisations as may required;

5.2.8 Provide assistance with data collection and analysis of marine SAR operations to the standard required through the SLA;

5.2.9 Provide assistance with research and development programmes as agreed from time to time.

5.3 POLICE will

5.3.1 Recognise CNZ as a partner in the provision of marine SAR services;

5.3.2 Recognise CNZ as the principal coordinating agency for Volunteers in the provision of marine SAR services at identified locations in New Zealand;

5.3.3 Recognise CNZ as the principal coordinating agency for all standards and job descriptions relating to Coastguard Volunteers providing marine SAR services;

5.3.4 Provide funding to the amount agreed negotiated annually prior to and effective from 1 July;

5.3.5 Provide reimbursement for financial loss to Volunteers in keeping with the Search and Rescue Chapter of the Police Manual – see Appendix One

5.3.6 Provide reimbursement for Coastguard Rescue Vessel and Aircraft callouts costs

5.3.7 Each District Commander will ensure adequate funds, staff support and resources (including transport) are provided to support marine SAR services within the District.

The resources provided by Police will include:

a) Training in keeping with the Police Manual - Search and Rescue Operations Chapter;

b) Assist if required with meeting venues and transport for Coastguard personnel as appropriate for the marine SAR activities within the District;

c) Assistance with transport for administrative meetings, exercises and other events that support the provision of marine SAR services for those outside the city or town limits;

d) Designated Police personnel to attend all recognised regional / district meetings and events that support the provision of marine SAR services as the Parties consider appropriate or necessary;

- e) Provision of Police personnel trained in Marine SAR Incident Management as required for the provision of marine SAR services;
- f) Operating procedures and planning documents as required for the provision of marine SAR services as consulted with CNZ.

6 Effect of this Memorandum of Understanding

6.1 This MoU confirms the relationship between the Parties based on a spirit of goodwill and co-operation. The Parties will work together to achieve the agreed outcome(s) outlined in clause 4.

6.2 Nothing in this MoU shall make either party liable for the actions of the other or constitute any legal relationship between the Parties.

6.3 The provisions in this MoU are to be read subject to any Chief Executive or Cabinet directives, and any enactment.

6.4 Where there are changes to Government policy which affect the purpose and functions of this MoU, each party agrees to inform the other of those changes at the earliest possible time thereafter and agrees to meet to re-negotiate if necessary any aspects of this MoU.

7 Consultation on Strategic Priorities and Plans

It is agreed that:

7.1 The President of CNZ and the Commissioner of Police or their representative/s will meet at least once each year, prior to 1 March, to discuss the strategic direction, priorities and plans as they relate to the provision of marine SAR services for the following financial year, to achieve the outcomes of this MoU.

7.2 Meetings with a similar purpose will be held between Coastguard representatives for each Region and the Police District Commanders/Area Manager or their representative /s, prior to 1 March of each year.

8 Consultation on Policy Initiatives

8.1 Nationally, the Parties will inform each other, at the initial stage of development, of relevant policy initiatives, including Cabinet submissions that either party is undertaking which may affect this MoU. Each Party will take all reasonable steps to ensure that adequate time is given for the other to provide comment where appropriate.

8.2 At District, Region or Unit, both Parties will inform each other, at the initial stage of development, of relevant policy initiatives, including Cabinet submissions that either party is undertaking which may affect this MoU. Each Party will take all reasonable steps to ensure that adequate time is given for the other to provide comment where appropriate.

9 Communication and Media Strategies

9.1 The President of CNZ and the General Manager Public Affairs of Police (or their representative/s) will meet at least once during each year to share information and discuss issues relating to media communications and public relations.

9.2 At District, Regions or Units, both Parties will inform each other of relevant communication strategies to be undertaken which may effect this MoU, at the initial stage of development, and will take all reasonable steps to ensure that adequate time is given for comment where appropriate.

9.3 Where appropriate, opportunities for joint communication activities should be taken at National, Districts, Regions, Areas or Units.

9.4 Parties should consult with each other prior to providing information or comment to the media on a matter which comes within the other Party's responsibility or in which that other Party has an interest.

9.5 Parties will raise any issues of concern - operational or policy - through the appropriate internal channels, rather than raising these through the media.

10 District, Region, Area Management

10.1 CNZ representatives will meet, prior to 1 March of each year, with respective Police District Commanders, or Area Controllers (or their representative/s) to discuss key tasks to maintain provision of marine SAR services at District, Regions or Areas. Matters of joint business, where improvements in service delivery can be made, should be identified and incorporated into District, Regional and Area action plans, with appropriate performance measures. Items of discussion shall include: -

- a) Operational requirements
- b) Training
- c) Media Reports
- d) Funding

10.2 Where specific areas of work have been identified, Police District Commanders, Area Controllers and CNZ (or their representative/s) will ensure that agreed action plans, and associated performance measures have been incorporated into respective individual performance agreements as appropriate.

10.3 CNZ personnel and Police will monitor relationships and agreed action plans, within local districts, as a requirement of the process stipulated in 10.2. Opportunities for partnership feedback for performance appraisal purposes should be undertaken.

10.4 Police Performance Management Systems will monitor quality of relationships, performance in meeting objectives of agreed action plans, as a requirement of the process stipulated in 10.2. Opportunities for partnership feedback for performance appraisal purposes should be undertaken.

11 Training

11.1 Coastguard and Police will complete relevant combined training in keeping with the schedule and SAR Curriculum developed with NZSAR.

12 Sharing of Information

12.1 CNZ and Police will share information in order to enhance community safety.

13 Secondment / Scholarships

13.1 Party representatives should consider the opportunities for both staff and project development through secondment of personnel between Parties and provision of scholarships.

14 Review of Memorandum of Understanding

14.1 The Parties' Representatives will meet 1 March every other year or as otherwise agreed to review this MoU. Any subsequent amendments shall be made pursuant to clause 18.

14.2 The Parties' Representatives are primarily responsible for ensuring that the intent of this MoU is followed.

15 Issue or Dispute Resolution

15.1 All issues, disputes and differences between the Parties in relation to the interpretation or performance of this MoU shall, in the first instance, be attempted to be resolved at the earliest opportunity, locally with local representatives or managers attempting resolution within 14 days of notification of the issue, dispute or difference.

15.2 If matters remain unresolved or require further adjudication, the problem should be referred to a meeting of the District Commander and CNZ representatives for resolution within 14 days of attempted resolution of the matter.

15.3 If agreement cannot be reached pursuant to clause 15.2, then the matter shall be referred, in writing, to the Commissioner of Police and President of CNZ (or their representative/s) for resolution, within 28 days of attempted resolution of the matter under paragraph 15.2.

16 Costs

16.1 Each Party shall bear its own costs of meeting its commitments under this MoU.

17 Termination

17.1 Either Party may terminate this MoU by giving three months notice in writing to the other party.

18 Variation

18.1 The provisions of this MoU shall not be varied except by a written agreement duly signed by persons authorised to sign on behalf of the Parties hereto.

19 Notices

19.1 Notices under this MoU may be delivered by hand, by mail or by facsimile to the addresses specified below:

CNZ

Level 1, 2 Fred
Thomas Drive
Takapuna
North Shore City 0622
PO Box 33559
Takapuna
North Shore City 0740

NZ Police National Headquarters

180 Molesworth Street
Address:
P.O. Box 3017
Wellington

20 Waiver

20.1 No right under this MoU shall be deemed to be waived except by notice in writing signed by each party;

20.2 A waiver by either party pursuant to subclause 1 shall not prejudice its rights in respect to any subsequent breach of this MoU;

20.3 Subject to subclause 1, any failure of either party to enforce any clause of the MoU, or any forbearance, delay or indulgence granted by either party, will not be construed as a waiver of its rights under this MoU.

21 Payment

21.1 The Parties agree that an annual grant will be made to CNZ by Police. The amount of the annual grant will be determined by Police in consultation with CNZ. The written record of all grants given pursuant to this clause will be annexed to this MoU (Attachment - Appendix Two).

22 Entire Agreement

22.1 This MoU, the Schedules and any Variation of the terms of this MoU, as provided in Clause 18, constitute the entire agreement between CNZ and Police. This MoU supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing between the Parties.

Signed by the President Coastguard New Zealand Inc.

Signature:

Name: Ian Coard

In the presence of:

Signature:

Name:

Address:

Occupation:

Signed by the Commissioner of Police

Signature:

Name: Howard Broad

Occupation: Commissioner of Police

In the presence of:

Signature:

Name:

Address:

Occupation:

Appendix One

**Reimbursement for Financial Loss to Volunteers as per Police Manual - Search
and Rescue Operations Chapter**

Appendix Two

Written Record of All Grants Provided Under this MoU