

**New Zealand Search and Rescue Council's
Service Level Agreement
with Coastguard New Zealand
for Frontline Water Safety Rescue and
Prevention Services
2023/24 to 2024/25**



Coastguard New Zealand Service Level Agreement

for the provision of frontline water safety services

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Parties

Royal New Zealand Coastguard Incorporated an incorporated society established under the Incorporated Societies Act 1908 (**Coastguard NZ**),

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 search and rescue (SAR) specific strategic leadership and direction to the many organisations that make up New Zealand's SAR sector. The SAR sector aims to provide effective search and rescue services throughout New Zealand's SAR Region (NZSRR) 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.
- B Coastguard NZ provides, directly and through its member Units, SAR capabilities in response to, and in support of, SAR operations coordinated by the Coordinating Authorities (the New Zealand Police and Maritime New Zealand (MNZ)).
- C Coastguard NZ has a separate service level agreement (SLA) with the NZSAR Council and the Coordinating Authorities for the provision of SAR services. Under the SAR services SLA, Coastguard NZ receives Fuel Excise Duty (FED) funding to deliver SAR outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the SAR sector and achieve the outcomes as described in that SLA.
- D Coastguard NZ also provides a broad range of frontline water safety and response services to the public. These include (but are not limited to) providing Coastguard NZ non-SAR operations, boating safety services, patrols, advice and information, marine weather information and radio services, sector education and qualifications, medical assistance and advice, and support for incident control. Coastguard NZ also undertakes a range of internal corporate functions including fundraising, Moss compliance, volunteer recruitment and training, health and safety, purchasing, and communications.
- E Funding streams for the provision of a wide range of services have been impacted by the Covid-19 public health emergency. The Government has chosen to invest in Coastguard NZ to ensure critical frontline water safety rescue and prevention services (**Frontline Prevention Services**) are maintained at least at Baseline Levels. The Ministry of Transport (MoT) administers and monitors this investment through the NZSAR Secretariat.
- F Water Safety New Zealand (WSNZ) provides leadership to the water safety sector in New Zealand. WSNZ is an association of members in the water safety sector with an elected board and recruited management and administration team. WSNZ is an incorporated society with charitable status. WSNZ works with water safety sector organisations, individuals, and the public to reduce the incidence of drowning and injury in New Zealand. WSNZ

also part funds selected water safety organisations through a separate competitive process.

- G MNZ leads New Zealand's Recreational Craft Leaders Forum (RCLF) which manages and delivers **New Zealand's Safer Boating Strategy**. MNZ funds selected safer boating initiatives through a separate competitive process.
- H Coastguard NZ is a core member of both WSNZ and the RCLF. Coastguard NZ is expected to use investment from this agreement to support its membership of these forums and to fund (in part or full) agreed Coastguard NZ's activities requested by both WSNZ and the RCLF.
- I In line with this Crown investment, this agreement includes requirements for transparency, cross-sector collaboration and support, sharing of services, demonstration of value for money, and a collective approach to water safety sector issues.
- J To assist it achieve its goals, the NZSAR Council has agreed a set of **Funding Principles** to be applied to the use of all **Funds**. The Funding Principles outline clear expectations for the use of public resources especially where they are disbursed to a third party for use. The Funding Principles set expectations for accountability, value for money, decision making integrity, and financial transparency. The NZSAR Council requires the Funding Principles be applied to regular reporting and monitoring requirements.
- K The SLA describes the necessary arrangements for the use of people and resources to achieve effective water safety outcomes and how Coastguard NZ will be supported to provide Frontline Prevention Services and deliver those outcomes. For each category of Funds arising under this SLA and detailed in Table One of Schedule 2, the initiatives that relate to those categories require a plan agreed in advance with the NZSAR Council that applies sound and proportionate project management principles.
- L The NZSAR Council seeks transparency in the sourcing of, and application of, direct or indirect government funding to Coastguard NZ from all sources. The NZSAR Council may consult with agencies funding Coastguard NZ from time to time.
- M The Parties enter into this 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 2023 for a period of two years and terminates on 30 June 2025 unless terminated earlier in accordance with Clause 10.
- 1.2 This SLA will be reviewed by the Parties at least three months prior to the termination date and at any other time if requested in writing by either 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 secure the Frontline Prevention Services that are provided by Coastguard NZ. To achieve this purpose the SLA will:
 - a) establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between Coastguard NZ (at the national, regional and local level), the NZSAR Council, WSNZ, the RCLF and other water safety sector partners, to achieve the outcomes set out in Clause 2.2
 - b) describe the funding arrangements for supporting, developing, and maintaining Frontline Prevention Services capability for New Zealand by Coastguard NZ.
 - c) describe and agree on the Frontline Prevention Services to be provided by Coastguard NZ
 - d) ensure that the Funding Principles are applied to achieve financial stewardship, collaboration, and transparency.
- 2.2 Coastguard NZ will use the Funds provided to deliver the Frontline Prevention Services that are detailed in Schedule 1 and to contribute towards achieving the following water safety outcomes to:
 - a) be a strong and sustainable, well-governed and robust organisation, which can provide efficient and effective Frontline Prevention Services
 - b) provide and maintain consistent, effective, and efficient Frontline Prevention Services throughout New Zealand's waters
 - c) work jointly together with WSNZ, the RCLF and other water safety sector partners
 - d) assist to raise public awareness of drowning prevention and boating safety, and enhance the community standing of the water safety sector

- e) ensure the funds contribute to achieving the **NZSAR Council Goals**, mitigating **NZSAR Council Risks**, achieving the **Water Safety Goals**, and the outcomes and goals of New Zealand's Safer Boating Strategy
- f) apply the Funding Principles to ensure organisational sustainability, and financial transparency
- g) obtain and share agreed organisational, operational, performance, financial and safety data / information in a timely manner
- h) plan strategically and collectively to ensure the funds are applied to maximise effective water safety sector outcomes.

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, the Water Safety Goals, and New Zealand's Safer Boating Strategy.
- 3.2 The Parties agree to work collaboratively and co-operatively with water safety sector partners to seek sector wide efficiencies, work together to support shared services, and to support the combined water safety sector.
- 3.3 The Parties agree to work collaboratively and co-operatively with water safety sector partners to achieve the NZSAR Council's Goals, New Zealand's Water's Safety Sector Strategy, Wai Ora Aotearoa, New Zealand's Safer Boating Strategy, 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.
- 3.5 Each Party will provide an appropriate representative for any engagement required under this SLA to ensure the purpose as set out in Clause 2.1 can be achieved. Note engagement also includes, through reporting, providing both the granular¹ information needed by the NZSAR Council for its purposes and more macro information for the NZSAR Council to provide to the MoT.
- 3.6 Both Parties have a part to play in monitoring the implementation of this SLA.

¹ 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 Frontline Prevention Services are described in Schedule 1 and are to be provided in line with Coastguard NZ's policies, processes, and practices as appropriate to the situation.
- 4.2 Coastguard NZ must notify the NZSAR Council as soon as practicable where Coastguard NZ becomes aware of any circumstance affecting its capacity or ability to deliver existing Frontline Prevention Services.
- 4.3 Throughout the year the Parties will monitor and discuss the 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 Cabinet without agreement.

5 Payment

- 5.1 Subject to NZSAR Council approval of the plan submitted by Coastguard NZ for the relevant initiatives, agreed payments of Funds to Coastguard NZ will be in accordance with Schedules 2 and 4.

6 NZSAR Funding Principles and Reporting

- 6.1 Coastguard NZ is responsible for ensuring the Funds are applied in accordance with the Funding Principles.
- 6.2 The Funds will only be applied for the initiatives as described in Schedule 2 and agreed in advance by the NZSAR Council.
- 6.3 Coastguard NZ agrees to:
- a) Meet the reporting and monitoring requirements set out in Schedules 1, 2 and 3, 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.

7 Annual Letter of Intent

- 7.1 Regular Coastguard NZ performance reports and the review meetings throughout the year will inform the content of the next Annual Letter of Intent.
- 7.2 The NZSAR Council, and Coastguard NZ will undertake an annual review to discuss the progress made against the Annual Letter of Intent. The NZSAR Council and Coastguard NZ will keep MNZ and WSNZ informed of these discussions.
- 7.3 Following the annual review, the Annual Letter of Intent will be issued by the NZSAR Council to Coastguard NZ each year. The Annual Letter of Intent will be issued approximately mid-May each year.
- 7.4 The Annual Letter of Intent will:
- a) explain the NZSAR Council's intent and priorities for the use of the SLA Funds for the year ahead
 - b) summarise changes to initiative agreed by the Parties throughout the year and document approved changes for the year ahead
 - c) set out the NZSAR Council priorities for Coastguard NZ to utilise the funds 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.
- 7.5 Coastguard NZ will consider the matters raised in the Annual Letter of Intent 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.
- 7.6 Coastguard NZ's written response should confirm all matters agreed (including the term of the SLA), address the matters raised in the Annual Letter of Intent, and outline any circumstances which may impact outyear delivery, and include the Coastguard NZ proposed organisational budget for the year, across all its initiatives.
- 7.7 In response to any matters which remain under negotiation the NZSAR Council will seek to discuss and resolve any matters in accordance with

Clause 3. Once matters are resolved a final Annual Letter of Intent will be issued as required.

8 Health and Safety

8.1 The Parties acknowledge that the Health and Safety at Work Act 2015 (HSWA) applies to Coastguard NZ's activities. Each party will comply with the relevant aspects of the HSWA and any other legislation, standards, and codes of practice relating to health, safety and wellbeing and each Party will comply with their health and safety obligations set out in Schedule 5.

9 Failure to Perform

9.1 Where the NZSAR Council considers on reasonable grounds that the Frontline Prevention Services have not been provided in accordance with this SLA or the reporting requirements have not been met, they will as soon as practicable, notify Coastguard NZ.

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 the 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 Frontline Prevention Services have not been provided in accordance with this SLA or the reporting requirements have not been met, the NZSAR Council may:

- a) require Coastguard NZ to remedy the deficiency at the Coastguard NZ's cost
- b) withhold payment until the deficiency has been remedied, and/or
- c) if the deficiency remains unremedied for an unreasonable amount of time or cannot be remedied, deduct as appropriate amount from a future payment and/or terminate the agreement.

10 Termination

10.1 Any party to this agreement may terminate this SLA on giving six months' notice in writing to the other Party.

10.2 Any party to this SLA may terminate this SLA in accordance with Clause 17.2.

- 10.3 In the event of termination, Coastguard NZ will make a refund of funding paid or the NZSAR Council will provide a final invoice for payment by Coastguard NZ, to account for any funding paid or due, on a pro-rata basis.

11 Privacy, Information and Confidentiality

- 11.1 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 2020.
- 11.2 Subject to any applicable law (including those referenced in Clause 19), the Parties agree to:
- a) share information to enhance community safety, and
 - b) supply information on request in support of Coastguard NZ's reporting obligations.
- 11.3 The Parties acknowledge that the MoT and the NZSAR Council are subject to the Official Information Act 1982 and information held by the MoT, the NZSAR Council, or by Coastguard NZ through this contractual arrangement, 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.
- 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 SLA and the provision of the Frontline Prevention Services, 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 or was:
- a) at the time it was disclosed, generally available to, and known by, the public (other than because of a breach of this SLA)
 - b) available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party, or
 - c) required to be disclosed by law.
- 11.5 The Parties must ensure that Confidential Information always remains secure 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 Media

- 12.1 Each Party agrees to advise the other Party, as soon as possible if it:
- a) becomes aware there is media or public interest in this SLA and its components, rather than the services being provided through the SLA
 - b) issues a statement to the media or public about the SLA, rather than the services being provided through the SLA
 - c) issues a media or social media statement or comment that includes or mentions one of the other Party.
- 12.2 Parties' media and social media engagement should not cause reputational or organisational harm to the other Party.
- 12.3 Each Parties' NZ communications should, where appropriate, note the contribution both Parties, WSNZ, RCLF, and water safety partners make towards the successful delivery of Frontline Prevention Services and the reduction of the drowning toll.

13 Insurance and Policies

- 13.1 Coastguard NZ must ensure that it has in place the appropriate insurance policies to cover risks related to the delivery of services provided under this SAL including protecting the Board, employees and volunteers and policies to:
- a) protect against loss of property and damage to third party property or persons
 - b) protect the loss or damage to property owned by the organisation / unit, except when specific equipment is tasked that will likely result in the significant damage or destruction of the equipment.
- 13.2 Coastguard NZ must also ensure it has appropriate internal policies in place governing the provision of Frontline Prevention Services including for example, the use of equipment, code of conduct and health and safety.

14 Dispute Resolution

- 14.1 The Parties agree to act in good faith and use best endeavours 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.

- 14.2 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.
- 14.3 If the dispute or difference remains unresolved after mediation then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.
- 14.4 All Parties are expected to continue to perform their respective obligations under this SLA during the resolution of any matter under this SLA.
- 14.5 The Parties will share the costs of the mediation or arbitration equally, or for arbitration, as determined by the arbitrators.

15 Variations

- 15.1 This SLA may only be varied by agreement in writing between the Parties.
- 15.2 This SLA is to be read subject to any Cabinet Directives or changes in law.
- 15.3 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 as set out in Clause 2.1, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this SLA where necessary.

16 Assignment and Contracting

- 16.1 Subject to Clause 15, Coastguard NZ may not transfer or assign any of its rights or obligations under this SLA or assign any aspect of the Frontline Prevention Services, unless all parties provide agreement in writing.

17 Force Majeure

- 17.1 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**.
- 17.2 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 Party may, on giving written notice to the other Party, terminate this SLA.

17.3 The Party subject to the Force Majeure Event must:

- a) notify the other Party 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 Clauses 17.3 (b) and (c);
- b) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other Party; and
- c) use all reasonable endeavours to perform its obligations under this SLA as far as is practicable.

18 Legal Effect

18.1 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.

18.2 Nothing in this SLA may be construed to make any Party a partner, servant, agent, employer, or employee of any other Party.

19 Compliance with Laws

19.1 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 Frontline Prevention Services and this SLA.

20 Conflict of Interest

20.1 Coastguard NZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place Coastguard NZ in a conflict of interest position with respect to provision of the Water Safety Services.

20.2 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 Party.

21 Costs and Taxes

21.1 Each Party will bear its own costs of negotiating, preparing, and executing this SLA.

- 21.2 Coastguard NZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by Coastguard NZ in the provision of the Frontline Prevention Services.

22 Notices

- 22.1 The addresses for notices are:

New Zealand Search and Rescue Council

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

Royal New Zealand Coastguard Incorporated

Representative: Chief Executive
Address: 3 Solent Street
Mechanics Bay, Auckland 1010
Email: callum.gillespie@coastguard.nz
Phone: 029 222 0473

23 Survival

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

24 Waiver

- 24.1 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.

25 Counterparts

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

26 Definitions

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

- 26.1 **Annual Letter of Intent** means the Annual Letter of Intent issued by the NZSAR Council and agreed with Coastguard NZ.
- 26.2 **Baseline Levels** are the 2018/19 service levels defined in the Budget 2020 bid that are to be at least maintained with the Funds covered by this SLA. Coastguard's water safety outputs were delivered through its National Office activity and the Frontline Prevention Services of its network of 63 rescue vessel, air patrol and communications units.
- 26.3 **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, tsunamis, 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, and
 - d) epidemic or pandemic
 - e) any act of a third party engaged in subversive or terrorist activity or sabotage,
- but does not include an event to the extent that:
- f) the effect of that event could have been substantially prevented, avoided, 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
 - g) it is an event:
 - i) for which the Party affected is or was directly responsible, or
 - ii) that event is caused by any act or omission of a Party's personnel, or
 - iii) that event is constituted or caused by an insolvency event.
- 26.4 **Frontline Prevention Services** means the frontline water safety and rescue and prevention services as described in Schedule 1.

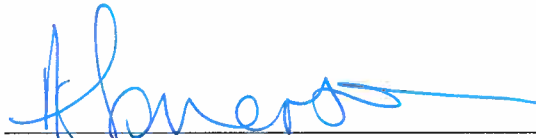
- 26.5 **Funds** means the funding approved by Government in respect of the Frontline Prevention Services to be provided under this SLA.
- 26.6 **Funding Principles** means the NZSAR Council Funding Principles set out in Appendix Two.
- 26.7 **New Zealand's Safer Boating Strategy** means the strategy set out in Appendix 2.
- 26.8 **NZSAR Council Goals** means the documented goals of the NZSAR Council set out in Appendix One.
- 26.9 **NZSAR Council Risks** means identified NZSAR Council risks and their treatments set out in Appendix Two.
- 26.10 **Water Safety Goals** means the goals and outcomes as described in the current version of the New Zealand Water Safety Sector Strategy Wai Ora Aotearoa set out in Appendix 2.

Execution

Executed as an agreement.

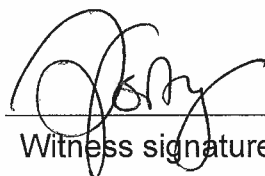
Date: 8 May 2023

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 Chief Executive of **Royal New Zealand Coastguard Incorporated**

 CGI/UE/LE

Chief Executive/Authorised signatory

In the presence of:



Witness signature

Witness name: KAREN LINWOOD

Occupation: EXECUTIVE ASSISTANT

Address: 3 SOLENT STREET, PARNELL

Schedule 1: Services

- 1 **Objective.** To ensure the Frontline Prevention Services provided by Coastguard NZ are maintained at Baseline levels. This is not intended to preclude services changing in response to the changing needs of the public (such as altering patrol locations or hours) but rather reflect that there is no intention that with Crown investment that activity levels will increase.
- 2 **Outcome.** Crown investment via the Frontline Prevention Services SLA and the SAR Services SLA to Coastguard NZ for the provision of the services in a) and b) below will secure and strengthen Frontline Prevention Services to reduce New Zealand's drowning toll.
- 3 **Services to be provided.** Coastguard NZ will utilise the Crown investment provided by this agreement, and as detailed in Schedule 2, to ensure it is able to provide the following services:
 - a) **Frontline Prevention Services.** Existing Frontline Prevention Services provided by Coastguard NZ through National Office activity and its network of 63 rescue vessel, air patrol and communications units including, but not limited to:
 - i) Coastguard NZ's radio communications services to the boating public
 - ii) bar crossing services
 - iii) Coastguard NZ's on the water patrols during the boating season
 - iv) Coastguard NZ's on the water non-SAR operations, including tows
 - v) the provision of safety advice to recreational boaters, including boat ramp surveys, checks, and education programmes
 - vi) working in conjunction with other emergency services (e.g., Police, MNZ, ambulance, helicopter rescue, Surf Life Saving New Zealand and New Zealand Land Search and Rescue).
- 4 **Services supported.** Other services provided by Coastguard NZ that are enabled but not funded by this SLA's Funds include:
 - a) **Search and rescue services.** Coastguard NZ provides frontline SAR services as they are described, and in accordance with the SAR SLA between the NZSAR Council, Coastguard NZ, the New Zealand Police and MNZ.
- 5 **Meetings, workshops and working groups.** Appropriate Coastguard NZ people will attend and support water safety sector meetings and other fora at the local, district and national levels. This includes attending WSNZ and RCLF meetings, workshops and working groups. Provision will be made to attend online or via phone conference when physical attendance is not possible.

- 6 **Frontline Prevention Services information.** To ensure the purpose of the Crown investment is being achieved, high level reporting of the provision of Frontline Prevention
- 7 Services by Coastguard NZ is to be provided. Details of the reporting requirements are in Schedule 3 and include activity and capacity reporting.

Schedule 2: Purchasing and Planning

- 1 **Purchasing.** Both 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 **Planning.** This SLA describes the necessary arrangements for the use of people and resources to achieve effective water safety outcomes. It also describes how Coastguard NZ will be supported to deliver those outcomes and contribute to a collective water safety sector, safer boating sector, search and rescue sector, and reduced drowning toll.
- 8 Each 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. Coastguard NZ will provide the project management and planning capability to ensure effective implementation of the initiatives.
- 9 The Funds are to be administered by Coastguard NZ and can only be applied to activities as described in Table One below.
- 10 **Exclusions.** The Funds may not be utilised for activities that would directly generate commercial income (e.g., operating a café or restaurant).

Initiative Funding Table

Table One	
#	Initiative
1	<p style="text-align: center;">Purpose, Investment and Planning</p> <p><u>Purpose:</u> To support and maintain Coastguard NZ's Frontline Prevention Services in accordance with Schedule 1 by reducing revenue uncertainty and promoting membership growth and engagement.</p> <p><u>Investment:</u> \$3,360,000 per annum for 2023/24-2024/25 and outyears. This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> • personnel (in 2020/21 funding covered 100 % of 32.5 FTEs covering 39 key operational positions). • regional training • accommodation costs for the Marine Radio Centre • marine communications • vehicle lease costs • national membership promotion <p>Reducing the revenue and service volatility risk supports enables Coastguard NZ to plan with increased certainty and deliver with confidence agreed Frontline Prevention Services for people who find themselves in distress.</p>

Table One

#	Initiative	Purpose, Investment and Planning
		<p><u>NZSAR requirements to be included in the Plan:</u> Coastguard NZ is to identify:</p> <ul style="list-style-type: none"> • what the funding will be spent on in line with the purpose and the associated budget • whether any of these areas will be supported /supplemented from other revenue sources, identifying the source and by how much • how Coastguard NZ will benefit from this investment • any collaboration with sector partners • relevant key performance measures (e.g. milestones or targets) and outcomes that can be used for reporting • any underlying assumptions, constraints and/or issues.
2	Operating funding for capital purposes	<p><u>Purpose:</u> To ensure Coastguard NZ's fleet of rescue vessels, aircraft, and associated infrastructure receives required ongoing maintenance and upgrades to conduct Frontline Prevention Services where Coastguard NZ has Units.</p> <p><u>Investment:</u> \$2,000,000 per annum for 2023/24-2024/25 and outyears.</p>

Table One

#	Initiative	Purpose, Investment and Planning
		<p><u>NZSAR requirements:</u></p> <p>NZSAR expects that Coastguard NZ's Units capital projects supported by this Crown investment will be:</p> <ul style="list-style-type: none"> ● focussed on capital works relating to the provision of Frontline Prevention Services as described in Schedule 1 and prioritised for the highest needs of such services to the public. Capital works that are directly related to providing a commercial activity (e.g., a café or restaurant) or benefit cannot be funded by this investment ● proactive in the shared development of community facilities and/ or working with other nearby community clubs or organisations (such as providing community toilet facilities or sharing the use with other community groups). <p>Coastguard NZ is to:</p> <ul style="list-style-type: none"> ● provide a rolling three-year plan for Coastguard NZ Unit capital projects, explaining the process and methodology used for evaluating support for capital projects ● provide a detailed annual plan that proposes the capital projects to be supported by this Crown investment for the coming year. By project, this is to include: <ul style="list-style-type: none"> – an overview of the project, including project milestones, timelines, and reporting requirements – how it enables shared community development of the facilities. If shared development of facilities is not possible, this needs to be explained – what portion of the project will be funded by this investment, and the other sources of project funding. <p>Crown investment into Coastguard NZ's capital projects cannot commence until the detailed annual plan is agreed with the NZSAR Council.</p>

Table One

#	Initiative	Purpose, Investment and Planning
3	Operating funding for Personal Protective Equipment	<p><u>Purpose:</u> To ensure Coastguard NZ volunteers are equipped with Personal Protective Equipment (PPE) and safety equipment for the conduct Frontline Prevention Services in challenging environments.</p> <p><u>Investment:</u> \$300,000 per annum for 2023/24-2024/25 and outyears.</p> <p><u>NZSAR requirements:</u> Coastguard NZ is to:</p> <ul style="list-style-type: none"> ● identify the required PPE requirements for Coastguard NZ volunteers and Units ● propose for agreement: <ul style="list-style-type: none"> – a system to track procurement of PPE and identify Units that have outstanding PPE needs – suitable reporting outcomes/measures, including an annual budget for service delivery derived from this investment.

Schedule 3: Reporting

This table reflects all activity and reporting frequency so Coastguard NZ and the NZSAR Council can track reporting over time. Unless specified, all reports described in the table below are to be provided to the NZSAR Secretariat.

Table Two		Reporting Frequency
#	Item	
1	<p>Reply to the Annual Letter of Intent</p> <ul style="list-style-type: none"> as detailed in Clause 7 of this SLA. 	By 20 working days prior to 1 July
2	<p>Coastguard Activity (non-SAR) data</p> <p>As outlined in Schedule 1, to provide a baseline and then measure the delivery of existing operational Frontline Prevention Services provided by Coastguard NZ, an extract of Coastguard NZ (non-SAR) activity data will be needed.</p> <p>The Coastguard NZ's activity data to be provided as an extract from the Coastguard NZ Information System in a format able to be imported into the SARdonyx Information System for analysis. The details of the data elements to be extracted will be articulated in a separate data sharing agreement.</p> <p>Coastguard NZ is to provide quarterly updates of the agreed data elements in the agreed manner.</p>	Quarterly as per the SARdonyx data sharing agreement
3	<p>Coastguard NZ Capacity Information</p> <p>As outlined in Schedule 1, to provide a baseline and then measure the delivery of existing Frontline Prevention Services provided by Coastguard NZ, an overview of Coastguard NZ's capacity will be needed.</p> <p>This will be provided as per the reporting requirement and details for the NZSAR Resource Database and volunteer data standard as described in the SAR Services SLA.</p>	As per the SAR services SLA

Table Two		Reporting Frequency
#	Item	
4	<p>Funded Initiatives</p> <p><u>For the General Funding initiative Coastguard NZ's reporting will cover:</u></p> <p>a) how the investment has been used including progress against key performance measures and outcomes identified in the agreed plans, and budget with commentary on any variances</p> <p>b) how:</p> <ul style="list-style-type: none"> i) the investment is supporting the maintenance of service levels ii) AREC is deriving benefits from the investments iii) the achievement of the Water Safety Goals, the NZ Boating Strategy, NZSAR Council Goals and mitigation of the NZSAR Council Risks is being supported. <p><u>For the Operating Funding for Capital Purposes initiative Coastguard NZ's reporting will cover:</u></p> <ul style="list-style-type: none"> • quarterly, progress against the milestones and budget, including variance explanations. • a summary of the Clubs supported by this investment in Coastguard NZ's annual financial reporting. <p><u>For the Operating Funding for Personal Protective Equipment Coastguard NZ's reporting will cover quarterly:</u></p> <ul style="list-style-type: none"> • a summary of the procurement, and distribution of PPE and achievement of outcomes against the plan. 	Quarterly
5	<p>Fundraising Investment</p> <ul style="list-style-type: none"> • Submission of finalised funding investment key performance indicators within four weeks of the effective date of this SLA. 	Annually

Table Two		Reporting Frequency
#	Item	
	<ul style="list-style-type: none"> An annual updated of the fundraising investment key performance indicators at the end of each financial year od this SLA. A summary qualitative and quantitative report outlining the effectiveness of the Government fundraising investment as at 30 June each year. 	
6	<p>Financial Information Report following Audit</p> <p>Coastguard NZ will provide Financial Reports (an annual report or equivalent, including the audited annual financial statements) and assurance that:</p> <ul style="list-style-type: none"> demonstrates that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc.) clearly shows how the Crown investment was applied during the year; and how this compares with the budget (in the reply to the Annual Letter of Intent) provided to the NZSAR Council affirms the SLA partner has complied with their written financial procedures the accounts are completed correctly (as per the legal requirements of the XRB and Charities Services) the SLA partner has followed and applied their written financial procedures throughout the year the SLA partner has met the requirements of the appropriate Act(s) (i.e. that the NGO has not been deregistered) gives a summary of the whole of organisation income for the year (so we have more clarity about the funding volatility for the sector). 	<p>As per the SAR services SLA</p> <p>Annually after ratification at the AGM</p>

Schedule 4: Payments

- 1 It is intended that Coastguard NZ will be able to provide the Frontline Prevention Services as described in Schedule 1. Payments will also assist with the adequate maintenance upgrades to capital assets and infrastructure as described in Schedule 2.
- 2 Crown investment to Coastguard NZ for the Frontline Prevention Services initiatives described in Schedule 2 is summarised in the table below:

Summary Table

Initiative	2023/24 \$000s	2024/25 \$000s	Outyears \$000s
General Funding	3,360	3,360	3,360
Operating funding for capital purposes	2,000	2,000	2,000
Operating funding for Personal Protective Equipment	300	300	300
Total	\$5,660	\$5,660	\$5,660

- 3 Payments will be made in four quarterly payments (as the beginning of July, October, January and April), as detailed in the Annual Letter of Intent to meet organisational funding requirements unless otherwise agreed by the Parties in writing.
- 4 Payments for all initiatives will be dependent on agreed plans, as per Clause 6.1, the requirements in Schedule 2 and as described in the Annual Letter of Intent.
- 5 Payments will be made by the NZSAR Council, through the Secretary for Transport, to the Coastguard NZ national body for Frontline Prevention Services. It is not intended that payments be used for the remuneration of Coastguard NZ volunteers, but Coastguard NZ may choose to use a portion for reimbursements and honoraria.
- 6 Payments under this SLA are intended to support the provision of Frontline Prevention Services. 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 services. It is not intended that the payments will meet the full costs for the provision of the agreed services.

Schedule 5: Health, Safety and Wellbeing

Health and Safety Outcomes

- 1 The Health and Safety at Work Act 2015 (HSWA) sets out the legislative requirements for Health and Safety (H&S) 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 Parties seek a relationship where reporting and continually improving agreed positive performance indicators (PPIs) ensure meaningful and future-oriented H&S outcomes.
- 3 The NZSAR Council seeks assurance through regular reporting they can have confidence in the maturity of Coastguard NZ's Health and Safety Management System (HSMS).
- 4 As part of the relationship, Coastguard NZ demonstrates how H&S is an important part of their organisation, and central to their relationship with all staff and volunteers.
- 5 Ensuring the wellbeing of all Coastguard NZ staff and volunteers is a desired H&S outcome and should be a key component in Coastguard NZ's HSMS.
- 6 Reporting incidents 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 Each 'Person Conducting a Business or Undertaking' (PCBU) owes a duty of care to staff and volunteers for all Frontline Prevention Services related activities and must ensure the H&S of other people is not put at risk from work carried out by a Water Safety Services partner.

Wellbeing Obligations

- 8 Maintaining the wellbeing and mental health of Coastguard NZ's Frontline Prevention Services people is the responsibility of Coastguard NZ. Coastguard NZ is expected to offer and provide wellbeing, grief, and trauma counselling, and resilience training through the Coastguard NZ HSMS for all Water Safety Services people as required.

Frontline Prevention Services Activities

- 9 Frontline Prevention Services activities include multi-partner Frontline Prevention Services exercises, Coastguard NZ Frontline Prevention Services exercises and training.
- 10 If they feel H&S is at risk, Coastguard NZ may abandon or suspend a Frontline Prevention Services operation
- 11 Coastguard NZ will maintain a fit-for-purpose HSMS that can demonstrate how well H&S is being implemented and what is still required.

Relationship

- 12 The SLA Parties, will work together to consult, cooperate and coordinate on all H&S matters. This will include:
 - 12.1 attending all NZSAR Strategic Occupational Health, Safety, and Wellbeing Committee meetings, and any other H&S meetings, conferences, or workshops as requested by NZSAR
 - 12.2 providing H&S advice or comment to the NZSAR Council and other SAR partners when Coastguard NZ considers benefit / knowledge could be gained
 - 12.3 a biennial independent audit of the Safety Management System with lessons learned and system changes made.
- 13 Frontline Prevention Services partners will meet and collectively agree how to implement new H&S requirements into HSMS.

Reporting

- 14 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 and the ability to track and exchange H&S information. This should include:
 - 14.1 providing SLA Parties with an annual associated plan to implement any H&S audit or independent verification recommendations.
 - 14.2 Reporting on the following to the NZSAR Council every six months:
 - 14.2.1 all notifiable injury, illnesses, or events sustained during Frontline Prevention Services activities in line with statutory reporting requirements

- 14.2.2 all notifiable injury, illnesses, or events sustained during Frontline Prevention Services activities as soon as possible after the event
- 14.2.3 the number of H&S incidents recorded over the past 12 months
- 14.2.4 any H&S enforcement activity which has occurred over the past 12 months
- 14.2.5 the number of people provided with H&S training over the past 12 months
- 14.2.6 the results of any internal or external H&S independent verification or audits
- 14.2.7 progress of the PPIs (referred to in Point 2 above) and associated qualitative comment.

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](#)

