



6 December 2023



Reference: OIA-2023/24-0287

Dear

Official Information Act request for information on the formation of EMAT teams for the three major centres

Thank you for your Official Information Act 1982 (the Act) request received by the National Emergency Management Agency (NEMA) on 13 November 2023. Your request asked:

“Is there some form of document that covers off the role of EMAT how they are currently structured please...”

Please find **attached** the following relevant NEMA documentation.

- Document 01: Template of a Memorandum of Understanding (MOU) for use between NEMA and the Home Agency for a New Zealand Emergency Management Assistance Team (NZ EMAT).
- Document 02: PowerPoint slides on the capacity and capability of NZ EMATs.

A name and contact details have been withheld from the release document under section 9(2)(g)(ii) of the Act, to prevent improper pressure or harassment.

In terms of the scope, roles, and responsibilities of NZ EMAT members, NZ EMAT is a national cadre of around 44 emergency management professionals who are based in public sector agencies around New Zealand. NZ EMAT is managed and supported by NEMA to provide specialist capability to Controllers and their Incident Management Teams at all levels across all hazards and risks. NZ EMAT members currently represent 23 Public Sector agencies.

NZ EMAT offers requesting agencies:

- A multi-disciplinary team with additional training in personal and inter-personal skills designed to enhance the effectiveness of the incident management team, a team able to live and operate, when required, in austere post-disaster conditions,
- Increased certainty on surge staffing, with a target arrival time of 24hr from the request being made and approved, with the ability to remain deployed in the operational area for up to 10 days, and
- Deployable Coordination Centre facilities with basic EOC infrastructure including work areas, lighting, power, and data.

NZ EMAT members are engaged on a five-year MOU between their home agency and NEMA [Document 01 refers]. The MOU defines:

- Roles and responsibilities for NEMA and the home agency
- Training and deployment expectations
- Terms and conditions for remuneration (including salary, agreed benefits, work-related expenses, time off in lieu/overtime)

The role of NZ EMATs is to:

- Assist the Group or Local Controller/Recovery Manager in establishing an effective response and recovery,
- Support the Group or Local Controller/Recovery Manager to identify any critical resources or capabilities that could add value to the response and recovery effort,
- Provide support when local, regional, or national level staff are directly affected by the emergency themselves or overwhelmed or exhausted by the scale and/or length of the event or emergency, and
- Assist the Group or Local Controller/Recovery Manager to provide assurance to the public and Ministers about response and/or recovery activities.

When deployed, NZ EMAT members are under the command of the National Controller and Director Civil Defence Emergency Management (CDEM). Control arrangements depend on the supported CDEM Group's requirements. NZ EMAT members are not intended to take over existing responsibilities, members support the lead agency, however, members have the ability to lead specialist Coordinated Incident Management System (CIMS) functions within a Coordination Centre.

I hope you find this information helpful.

In making my decision, I have considered the public interest considerations in section 9(1) of the Act. No public interest has been identified that would be sufficient to override the reasons for withholding that information.

You have the right to ask the Ombudsman to investigate and review my decision under section 28(3) of the Act.

This response may be published on the NEMA and the Department of the Prime Minister and Cabinet's website during our regular publication cycle. Typically, information is released monthly, or as otherwise determined. Your personal information including name and contact details will be removed for publication.

Yours sincerely



Anthony Richards
Chief Advisor to the Deputy Chief Executive, Emergency Management



Memorandum of Understanding

Relating to New Zealand Emergency Management Assistance Team (NZ EMAT) and the arrangements with the below Home Agency regarding the NZ EMAT members named in attached Appendices.

Between

Her Majesty the Queen in right of New Zealand acting by and through the Chief Executive of the National Emergency Management Agency (NEMA)

And

(Insert name of home agency)

(Home Agency)

Released under the Official Information Act 1982



Contents

This Memorandum of Understanding (MOU) is made

between the following parties (parties)

- 1) Her Majesty the Queen in right of New Zealand acting by and through the Chief Executive the National Emergency Management Agency (NEMA).

and

- 2) (Insert)(Home Agency)

Introduction

- A. The National Emergency Management Agency (NEMA) is a Departmental Agency hosted within the Department of the Prime Minister and Cabinet.
- B. NZ Emergency Management Assistance Team (NZ EMAT) is a national cadre, managed and supported by NEMA to provide specialist CIMS capability to Controllers and their Incident Management Teams at all levels across all hazards and risks.

NZ EMAT offers Requesting Agencies:

- a multi-disciplinary team with additional training in personal and inter-personal skills designed to enhance the effectiveness of the incident management team,
- a team able to live and operate, when required, in austere post-disaster conditions,
- deployable coordination centre facilities with basic EOC infrastructure including work areas, lighting, power and data,
- increased certainty on surge staffing, with a target arrival time of 24 hours from the request being made and approved, with the ability to remain deployed in the operational area for up to 10 days.

- C. NZ EMAT is most likely to deploy and operate to support a CDEM Group. However, NZ EMAT may also be used to support other lead agency responses.
- D. NZ EMAT is predominantly focussed on supporting response, and by extension early recovery, enabling the Controller to effectively coordinate across a range of responding agencies and community groups.
- E. The Government response to the Technical Advisory Group's recommendation on the 'Ministerial Review: Better Responses to Natural Disasters and other Emergencies in New Zealand' clarified the role of the Lead Agency. In the event that an incident escalates to become an 'emergency' (as defined in the CDEM Act), Director CDEM and CDEM Groups have overall control of the response (depending on whether the emergency is national or local).



- F. The agency managing the hazard would continue to have responsibility for managing the specific incident (e.g. Fire and Emergency New Zealand would remain the lead agency for managing a fire, Ministry for Primary Industries for a biosecurity incursion, a CDEM Group for a flooding event).
- G. In order to respond effectively to significant emergencies, such as, but not limited to, a Wellington Earthquake, Alpine Fault or Hikurangi subduction zone tsunami, NZ EMAT is able to deploy and operate in austere disaster environments with minimal logistical support.
- H. NZ EMAT will operate as part of the coordinated national support to affected CDEM Groups and agencies in an emergency. This means that where an emergency requires a significant response it is important that Home Agencies have developed resilient arrangements for staffing their own Incident Management Team. This will maximise their ability to release NZ EMAT staff unless they are directly impacted themselves.
- I. NEMA will work with Home Agencies and available NZ EMAT staff to deploy the optimal staff mix to meet the wider needs of the emergency including impact on supporting agencies (including Home Agencies).
- J. The NZ EMAT will be able to:
- assist the Group or Local Controller/Recovery Manager in establishing an effective response and recovery when there are difficulties in doing this,
 - support the Group or Local Controller/Recovery Manager to identify any critical resources or capabilities that could add value to the response and recovery effort,
 - provide support when local, regional or national level staff are directly affected by the emergency themselves or overwhelmed or exhausted by the scale and/or length of the event or emergency,
 - assist the Group or Local Controller/Recovery Manager to provide assurance to the public and Ministers about response and/or recovery activities.
- K. The Government has indicated that it may amend the CDEM Act to enable Controllers to undertake their statutory function anywhere in the country. If this should occur it will provide increased flexibility should a suitably qualified NZ EMAT member be required to act as a Controller in another region.

Memorandum of Understanding

1. Terms of this MOU

1.1 This MOU is effective from the date it is signed by both parties.

1.2 This MOU expires five (5) years (**Initial Term**) after the date it was signed by both parties, unless terminated earlier in accordance with the terms of this MOU.



2. NZ EMAT Members

2.1 Prior to the expiry of the Initial Term, the parties can elect to extend the MOU for a further period of up to five (5) years. Any extension to the Term must be agreed between the parties in writing prior to the expiry of the Initial Term.

2.2 Once this MOU has been signed by the parties, individual NZ EMAT members are to sign a copy of the Appendix to this MOU. In signing the Appendix, the NZ EMAT member agrees to perform their EMAT role consistently with the provisions of this MOU.

2.3 If the term of an EMAT member's placement continues beyond the expiry date of this MOU then the MOU will be deemed to continue for the purposes of the agreement set out in the Appendix until the end of the member's placement.

3. Enforceability

3.1 **Crown Agencies:** Where the Home Agency is a Crown Agency:

- a. Between NEMA and the Home Agency, this MOU has effect as a memorandum of understanding and does not give rise to legally enforceable obligations, due to the legal relationship between Crown Agencies.
- b. However, this does not diminish the intention of the parties to comply with the terms and conditions of this memorandum. The Home Agency acknowledges that it has agreed to abide by and follow the terms of this MOU.

4. Roles and responsibilities

4.1 NEMA will:

- a. Consult with and provide advance notice to Home Agencies regarding potential training commitments and (as far as practically possible) deployments.
- b. Pay for development opportunities, such as specialist courses, within an agreed personnel development plan including course fees, travel, accommodation food and incidentals on a course specific basis. Development requirements will be managed against the ongoing development needs of the cadre. Where development is primarily applicable to NZ EMAT this will be funded by NEMA. Development which aligns with Home Agency needs such as additional ITF Functional Training will be agreed on a cost-sharing basis.
- c. Provide and maintain all cache equipment and issued personal equipment including:
 - personal protective equipment, uniform and self-sufficiency equipment,
 - satellite communication and co-ordination centre technology (excluding Home Agency laptop and mobile phone), and
 - travel and accommodation required for any deployment.

Some additional personal items will need to be supplied by NZ EMAT members. Maintenance of these core kits to be led by each cadre member, supported by NEMA, once issued.



- d. Where possible, excuse a Home Agency from making NZ EMAT members available where there is an emergency which requires the Home Agency use of their individual(s). However, where there is a national emergency or an emergency that impacts multiple districts it is important that Home Agencies have sufficient staffing capability and capacity arrangements in order to maximise the Home Agency's ability to release NZ EMAT members. NZ EMAT members support the most impacted agencies and communities, even though the individual Home Agency may be responding to an emergency themselves.
- e. Maintain a NZ EMAT governance programme, including Home Agency representation. They will also provide a health and safety management system.
- f. Provide psychological and physical health support services to NZ EMAT volunteers.
- g. Work with the Home Agency and individual to establish a personal development plan (PDP) and make training opportunities available to support this PDP.

4.2 Home Agencies will:

- a. Recognise and support the development of NZ EMAT members as a highly trained and experienced incident management resource through enabling deployment and training wherever possible, noting the benefits to Home Agency capability that this will provide.
- b. Make NZ EMAT members available when an emergency occurs (or when a situation is escalating, or when there is advanced notice that an emergency could occur) on a best endeavour and preferential basis. Deployments for significant or complex emergencies could be for a maximum of 14 days including:
 - 1-day mobilisation and deployment
 - 10 days operation
 - 1-day demobilisation
 - 2-day stand-down

Agencies are asked to support a minimum of three 14-day deployments (if required) during the initial 3 year engagement.

- c. Make NZ EMAT members available (when possible) for other deployment activity of varying duration for instances such as:
 - deployments to an emergency that requires specialised time-limited assistance (i.e. for two to three days); for example, evacuation planning and management of isolated communities,
 - deployments to a prolonged emergency which may require sustained response rostering i.e. deployment for four rostered weeks of five days on / two days off,
 - training uptake specific to cadre members personal development plan, and
 - participation in local, regional and national exercises as an NZ EMAT member.

These activities would be considered alongside those in paragraph (b) above and would be negotiated with each home agency as appropriate.

- d. Should the frequency of emergencies result in additional deployments to the frequency agreed in paragraphs 4.2(b) and (c) above, this will be by negotiation with the Home Agency.



- e. Enable NZ EMAT members to deploy or participate in training, enabling them to step away from their business as usual roles in full. In addition to the initial training course of 13 days, NZ EMAT members will be required to participate in at least one annual NZ EMAT training or exercise activity. Individual personal development plans will be developed and may identify additional specialist training.
- f. Develop sufficient staffing capability and capacity to enable the NZ EMAT member to be deployed without adversely affecting any emergency response required by the Home Agency. For example, this could include business planning to ensure the business as usual work of NZ EMAT members is easily re-allocated or re-prioritised, and training additional staff to perform the role that NZ EMAT members would normally fill.
- g. Support named NZ EMAT members who are employed by them to commit to a three-year rotation.
- h. Consider supporting any new staff member, who in their previous role with another organisation was an NZ EMAT member, to remain a NZ EMAT member.
- i. Continue to pay salary and agreed benefits for NZ EMAT members from their Agency when the member is absent from work for NZ EMAT training, deployment, stand down and travel periods. This includes provision of time off in lieu or overtime arrangements that the individual is entitled to under their employment agreement with the Home Agency.
- j. Enable NZ EMAT members to deploy with a Home Agency laptop and mobile phone. It is most likely that EMAT members will operate within a national MS Teams environment.

5. Representatives

5.1 The parties' representatives for the purposes of this MOU are as follows:

- a. For NEMA s9(2)(g)(ii) [REDACTED]
- b. For the Home Agency:

5.2 **Notices:** Each notice under this MOU is to be made in writing and delivered by post or personal delivery to the addressee at its physical or postal address, or by email, marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee. Each party may amend its contact information set out in clause 5.1 by written notice to the other party.

6. Confidentiality

6.1 Each party will treat this MOU and any other information provided by NEMA under or in connection with this MOU as confidential ("Confidential Information"), and not disclose that Confidential Information other than:

- a. in order to perform its obligations, or exercise its rights under, this MOU;
- b. as required by law (including under the Official Information Act 1982, the Local Government Official Information and Meetings Act 1987, or the Privacy Act 1993 as applicable) and after consultation with NEMA and any other relevant party; or
- c. with the other party's prior written consent.



7. Expenses

7.1 NEMA will organise and pay the following during training or deployment:

- a. training course fees (for courses that are not pre-requisites) if applicable during capability training,
- b. travel and accommodation (DPMC travel and accommodation policies will apply),
- c. access to or provision of appropriate meals, through issued rations, catering or reimbursement of actual and reasonable meal costs including during travel,
- d. psychological services during training and deployment including post deployment debriefing.

8. Disputes between parties

8.1 **Principles:** each party shall use reasonable efforts in good faith to:

- a. resolve any dispute between the parties arising under in connection with this MOU (“MOU Dispute”) as expeditiously as possible; and
- b. ensure that any MOU Dispute that is reasonably foreseeable is dealt with at a sufficient early stage to ensure that there is a minimum impact on the ability of any party to perform its obligations under this MOU.

8.2 **Keep the MOU Dispute confidential:** Except where a MOU Dispute is litigated in open court or as otherwise required by law (including under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987 or the Privacy Act 1993, as applicable), the parties will ensure that the MOU Dispute is kept confidential between themselves and their respective legal advisers. To avoid confusion, any disclosure required by law must have been the subject of consultation with NEMA and the Home Agency prior to the disclosure.

8.3 **Continued performance:** Except where a MOU Dispute renders it impossible to do so, the parties will continue performing their respective obligations under this MOU while the MOU Dispute is being resolved.

8.4 Liability

- a. Subject to clause 8.4(b), no party will under any circumstances be liable to the other party for any direct or indirect loss or damage arising under or in connection with this MOU.
- b. Clause 8.4(a) does not apply to:
 - i. The liability of the Home Agency under clause 9; or
 - ii. Any unlawful act or omission.

9. Health and safety

9.1 NEMA will have obligations under the Health and Safety at Work Act 2015 for NZ EMAT members. Depending on the circumstances, it is possible that a Home Agency will sometimes also have health and safety obligations for a NZ EMAT member it has provided.

9.2 Finally, depending on the circumstances, it is also possible that a third party (including the Requesting Agency) will sometimes have health and safety obligations for NZ EMAT members. By way of example, in some circumstances, a CDEM Group may have such obligations.



9.3 In situations where health and safety obligations are owed by multiple agencies (i.e. not just NEMA), it is vital that the agencies recognise this and also act in a coordinated and lawful manner. To achieve this, the parties agree to consult and coordinate to the extent required by NEMA to ensure that the parties (and any third parties) each comply with their respective obligations under the Health and Safety at Work Act 2015.

9.4 The parties will comply with the requirements of the Health and Safety at Work Act 2015 and all other applicable Laws and, in particular, to provide a safe working environment.

10. Termination

10.1 Termination: Either party may terminate this MOU at any time by giving the other party not less than 4 weeks' written notice.

11. General

11.1 **Relationship of the parties:** Nothing expressed or implied in this MOU will be deemed to constitute any party as the partner, agent, or joint venture of any other party.

11.2 **Severability:** If any term or provision of this MOU is held to be illegal, invalid or unenforceable it will be severed from this MOU without affecting the legality, validity or enforceability of the remaining provisions.

11.3 **Waiver:** No party will be deemed to have waived any right under this MOU unless the waiver is in writing and signed by that party. Any failure or delay by a party to exercise any right or power under this MOU will not operate as a waiver of that right or power. Any waiver by a party of any breach, or failure to exercise any right, under this MOU will not constitute a waiver of any subsequent breach or continuing right.

11.4 **Entire agreement:** This MOU constitutes the entire agreement of the parties with respect to its subject matter and supersedes all previous agreements, arrangements, understandings or representations relating to that subject matter.

11.5 **Governing law and jurisdiction:** This MOU is governed by, and will be construed in accordance with, the laws of New Zealand.

11.6 **Assignment:** NEMA may, assign, transfer or novate any or all of its rights and obligations under this MOU to any Government Agency or any other part of the Crown by giving notice in writing to the Home Agency.

12. Definitions and interpretation

12.1 **CIMS** means the Coordinated Incident Management System

12.2 **CDEM Group** has the same meaning as Civil Defence Emergency Management Group in section 4 of the CDEM Act.



12.3 **Controller** has the same meaning as defined in the current version of CIMS. Once an event has reached the threshold of an Emergency under the CDEM Act the response will be coordinated by CDEM. It is therefore most likely the Controller will be a CDEM Group or Local Controller, however there is provision for NZ EMAT to deploy in support of other lead agencies.

12.4 **National Controller and Group Controller** all have the same meaning as relevant definition in section 4 of the CDEM Act.

12.5 Local Controller means a person appointed under section 27 of the CDEM Act.

12.6 **Recovery Manager, National Recovery Manager, Group Recovery Manager, Local Recovery Manager** each have the same meaning as relevant definition in section 4 of the CDEM Act.

12.7 **Lead Agency** has the same meaning as Lead Agency in clause 2 of Schedule to the National Civil Defence Emergency Management Plan Order 2015.

12.8 **Requesting Agency** means the Lead Agency that requests a NZ EMAT deployment.

12.9 **Interpretation:** In this MOU, unless the context requires otherwise, derivations of any defined word or term shall have a corresponding meaning and the plural includes the singular and vice versa.

Released under the Official Information Act 1982



Executed as a Memorandum of Understanding

Date:

Signatures

NEMA

SIGNED for and on behalf of

THE SOVEREIGN IN RIGHT OF NEW ZEALAND acting by and through the Chief Executive of the **NATIONAL EMERGENCY MANAGEMENT AGENCY** (or his or her authorised delegate) by

Name Title
.../.../2021

Home Agency

SIGNED for and on behalf of

(Insert home agency) by

Name Title
.../.../2021



Appendix A NZ EMAT member

- 1. Agree to perform role:** By signing this Appendix, the NZ EMAT member agrees to perform their role consistently with the provisions of this MOU and as per the Volunteer Commitment Form previously signed by the member (to be attached to this Appendix). When performing their role, NZ EMAT members will be required to comply with all applicable policies, regulations, and rules of NEMA.
- 2. Term:** The NZ EMAT member's placement will commence upon signature of this Appendix and continue for a term of three (3) years. The term can be extended by agreement. The placement may be terminated before the expiry of the term in any of the circumstances set out in the Volunteer Commitment Form previously signed by the NZ EMAT member.
- 3. Expiry of MOU:** If the MOU expires or is terminated earlier than the end of the term of the member's placement, unless agreed otherwise the placement will continue in accordance with clause 3 of the MOU.

SIGNED on behalf of the National Emergency Management Agency

I, [NAME, POSITION], confirm the offer of a place on the NZ EMAT to the member identified below.

Signature of NEMA Representative

Date

SIGNED by NZ EMAT member

I, [NAME, POSITION, AGENCY] accept a place on NZ EMAT and confirm my agreement with the terms of this Appendix.

Signature of NEMA Representative

Date

SIGNED by Home Agency representative

I, [NAME, POSITION, AGENCY], agree on behalf of my organisation to the above person becoming a NZ EMAT member.

Signature of NEMA Representative

Date

Capacity and Capability: New Zealand Emergency Management Assistance Team



NEMA
Te Rākau Whakamarumarū



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Above: Nelson-Tasman Fires EOC daily briefing

Capacity

- Approx 44 people
- 3 x 14-day deployments in a 3-year period
- Training and deployment funded by NEMA
- Salary paid by Home Agency

MoU to be agreed between MCDDEM and home agency to establish in-principle commitment to release cadre members on a best-endeavour basis.

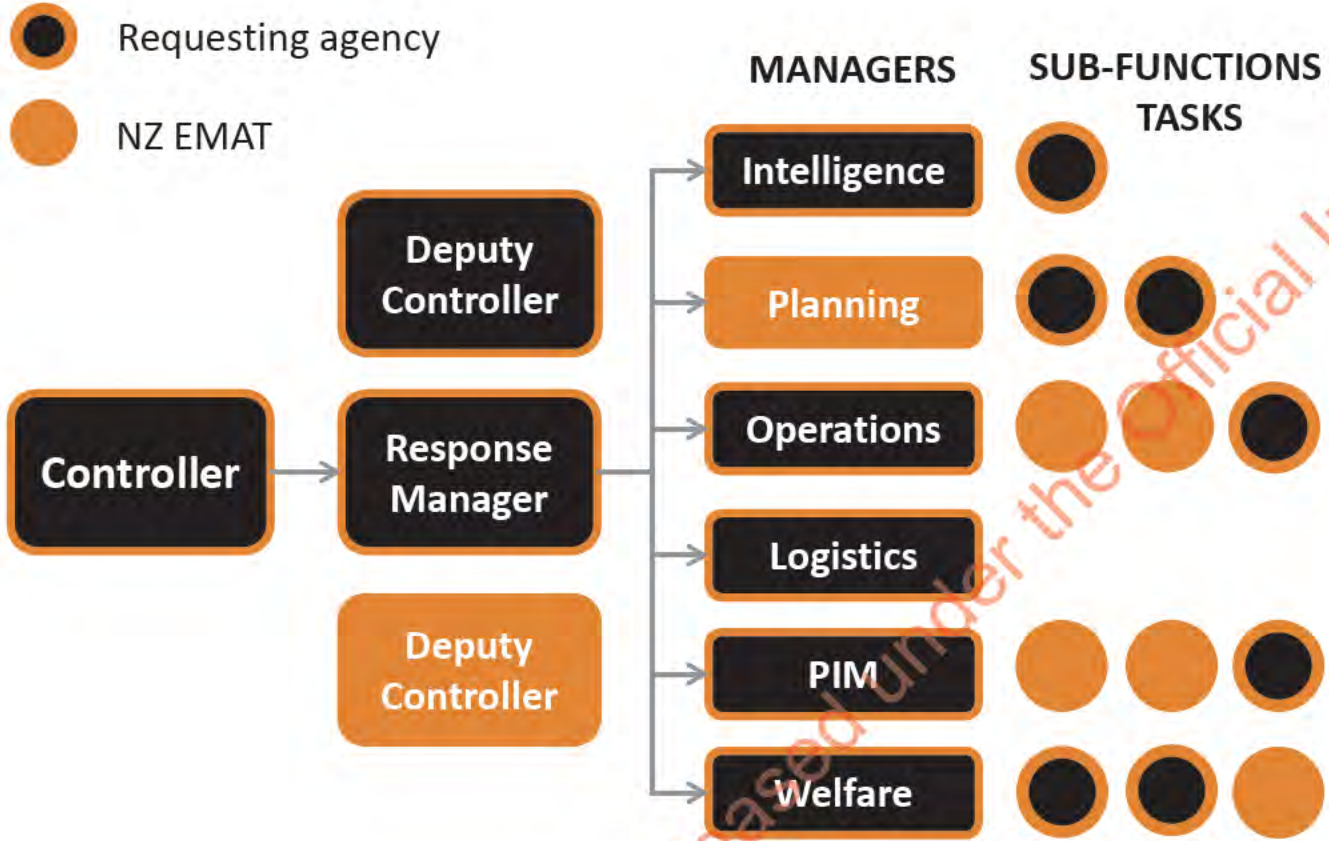
Capability

- Multi-disciplinary team experienced across all hazards, all risks
- Self-sufficient team able to deploy and operate in austere post-disaster conditions
- Five caches support to coordination centre facilities
- Target operational time of 24hrs of the response being made

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Structure

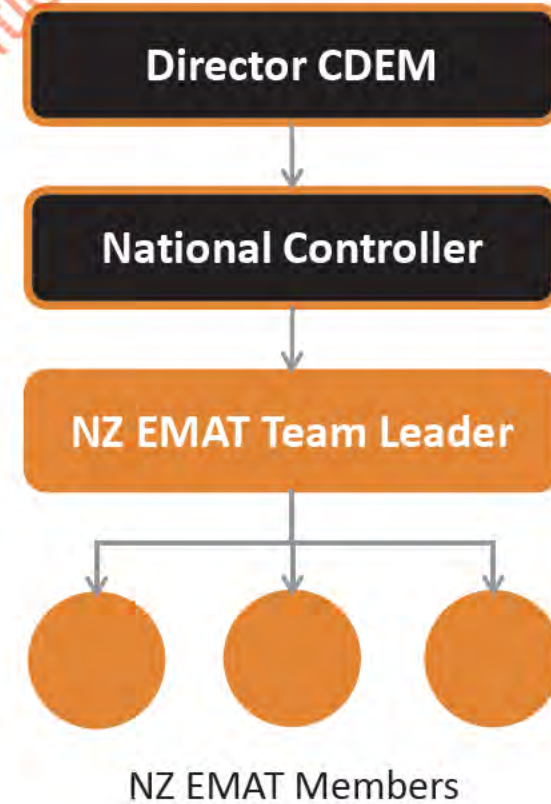
Control arrangements



Allocated functions are representative only. Actual roles fulfilled will reflect Controller requirements

NZ EMAT may work alongside NEMA REMAs, who remain under the Command and Control of the Director CDEM

Command arrangements



23 Agencies



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EMAT Deployments

- Aug 2019 – Cohort 1 training course
- Dec 2019 – Franz Josef severe weather (WX) event
- Feb 2020 – Invercargill severe WX event
- Feb 2020 – Cohort 2 training course
- Mar 2020 – Activation of COVID-19 NCMC
- May 2020 – Queenstown COVID-19 support foreign nationals
- August 2020 – Canterbury floods
- Mar 2021 – Cohort 3 training course
- July 2021 – Buller District Severe WX + DCC
- Nov 2021 – West Coast Severe WX + DCC
- Feb 2022 – Buller District Severe WX + DCC
- Jan 2023 – Auckland floods
- Feb 2023 – Cyclone Gabrielle (Northland/Akld/BOP/Tairāwhiti/HB) + 2 DCCs
- May 2023 – Northland Severe WX

113 person contributions to response