



# Hawke's Bay Civil Defence Emergency Management Group Joint Committee

## Terms of Reference

### 1. Preamble

- 1.1 The Hawke's Bay Civil Defence Emergency Management Group was established pursuant to a Terms of Reference dated August 2003 which was subsequently amended in December 2013, and further amended and adopted in December 2016 and again on 23 March 2020. Pursuant to a resolution passed by the Group 26 June 2023, this Terms of Reference is adopted to replace and supersede all previous versions of the Terms of Reference for the Joint Committee.

### 2. Parties

- 2.1 Each of the following local authorities is a Member of the Hawke's Bay Civil Defence Emergency Management Group and is a party to this Terms of Reference:

Central Hawke's Bay District Council  
Hastings District Council  
Hawke's Bay Regional Council  
Napier City Council  
Wairoa District Council

### 3. Definitions

For the purpose of this Terms of Reference:

- 3.1 "Act" means the Civil Defence Emergency Management Act 2002.
- 3.2 "Administering Authority" means the Hawke's Bay Regional Council.
- 3.3 "Coordinating Executive Group" (the CEG) means the Coordinating Executive Group to be established under section 20 of the Civil Defence and Emergency Management Act 2002.
- 3.4 "Group" means the Hawke's Bay Civil Defence Emergency Management Group.
- 3.5 "Group Controller" means a person appointed under section 26 of the Civil Defence and Emergency Management Act 2002 and clause 10.1 of this Terms of Reference as a Group Controller.
- 3.6 "Group Plan" means the Hawke's Bay Civil Defence Emergency Group Plan prepared by the Group in accordance with the Act.
- 3.7 "Hawke's Bay Region" for the purposes of this document means the Hawke's Bay region as defined in the Local Government (Hawke's Bay Region) Reorganisation Order 1989, excluding the parts of Rangitikei and Taupo District Councils falling within the area administered by the Hawke's Bay Regional Council.
- 3.8 "local authority member or Partner Council" means a Local Authority that is a member of the Civil Defence Emergency Management Group that is the subject of this document.
- 3.9 "4Rs" means Reduction, Readiness, Response, and Recovery.

#### **4. The purpose and term of this Terms of Reference**

4.1 The purposes of this Terms of Reference are to:

- 4.1.1 set out the purposes, functions, powers, and duties of the Group and its members in accordance with the requirements of the Act
- 4.1.2 define the responsibilities of the Group as delegated to the Group by the Members, and
- 4.1.3 provide for the administrative arrangements of the Group.

#### **5. Joint Committee**

- 5.1 Pursuant to section 12 of the Act the Parties were united in August 2003 to establish a Group as a Joint Standing Committee now under clause 30(1)(b) of Schedule 7 of the Local Government Act 2002. This choice is irrevocable under section 14(3) of the Act.
- 5.2 In accordance with section 12(2) of the Civil Defence Emergency Management Act 2002, neither clause 30(5) nor (7) of Schedule 7 of the Local Government Act 2002 which provides for a committee to be discharged or reconstituted, or be discharged following the triennial general election, shall apply to the Joint Committee.

#### **6. Membership of the Group**

- 6.1 The members of the Group are the Hawke's Bay Regional Council and all those territorial authorities that lie wholly within the boundaries of the Hawke's Bay region. Each member is to be represented on the Group by one person only, being the Mayor or Chairperson of that local authority, or if they are unavailable an alternate representative who has been given the delegated authority to act for the Mayor or Chairperson.
- 6.2 Under section 13(4) of the Act, the alternate representative must be an elected person from that local authority.
- 6.3 Under clause 30(9) of Schedule 7 of the Local Government Act 2002, the powers to discharge any representative of the Group and appoint his or her replacement shall be exercisable only by the local authority member that appointed the representative being discharged.
- 6.4 Tangata whenua representatives appointed as advisory, non-voting members representing:
  - 6.4.1 Mana Ahuriri (Tania Eden)
  - 6.4.2 Maungaharuru-Tangitu Trust (tbc)
  - 6.4.3 Tamatea Pōkai Whenua (tbc)
  - 6.4.4 Tatau Tatau o Te Wairoa (Leon Symes)
  - 6.4.5 Ngati Kahungunu Iwi Incorporated (Bayden Barber).

#### **7. Representatives to have full Delegated Authority**

- 7.1 Each local authority member agrees to confer full delegated authority on its representative, or in their absence the alternate representative in order for the Group to exercise the functions, powers, and duties of members under the Act within approved Group budgets.
- 7.2 At meetings of the Group, each local authority member's representative is to have full authority to vote and make decisions on behalf of that local authority without further recourse in respect of the authority granted under 7.1 above.
- 7.3 If a local authority member's representative to the Group is not re-elected at the triennial Local Government Elections that representative will cease to be a member of the Group and will be replaced by the elected Mayor or Chairperson of the relevant local authority.

- 7.4 It is the responsibility of each member of the Group to ensure that they have a representative available to participate in the Group, as soon as practicable after their representative is no longer able to represent that member for whatever reason, with the same delegated functions, duties and powers as their predecessor.

## **8. The Group to give effect to the purposes of the Act**

- 8.1 The functions, powers and duties of the Group are specified in sections 16, 17 and 18 the Act. To assist the Group to meet these requirements, the Group adopts the following objectives:
- 8.1.1 To ensure that hazards (as defined in the Act) and the consequential risks are identified and assessed.
  - 8.1.2 Improve and promote the sustainable management of identified hazards in a way that contributes to the long term social, economic, cultural, and environmental well-being and safety of people and communities.
  - 8.1.3 Encourage and enable communities to achieve acceptable levels of risk (as risk is defined in the Act), including, without limitation
    - (i) identifying, assessing, and managing risks, and
    - (ii) consulting and communicating about risks, and
    - (iii) identifying and implementing cost-effective risk reduction, and
    - (iv) monitoring and reviewing the risk management process.
  - 8.1.4 To require local authorities to co-ordinate, through regional groups, planning, programmes, and activities related to civil defence emergency management across the 4Rs, and encourage co-operation and joint action within those regional groups.
  - 8.1.5 To encourage through partnership and co-ordination, emergency management planning and civil defence emergency management activities amongst the organisations represented on the Co-ordinating Executive Group, other CDEM partners and the Lifeline utility operators that operate within the region.
  - 8.1.6 To ensure an effective and efficient region-wide civil defence emergency management capability to respond to and recover from emergencies.

## **9. Obligations of local authority members**

- 9.1 Each local authority member of the Group will:
- 9.1.1 In accordance with section 7 and 8 above, appoint their Mayor or Chairperson to the Joint Committee; and
  - 9.1.2 appoint its chief executive officer to the Co-ordinating Executive Group (CEG); and
  - 9.1.3 participate in the preparation of and agree to the content of a Group Plan; and
  - 9.1.4 contribute technical expertise and resources to maintain an effective Group and local level response capability; and
  - 9.1.5 provide to the Group the information or reports that may be required by the Group to discharge its powers, functions and duties under the Act and the Group Plan.
- 9.2 Each local authority member of the Group will be responsible for the risk reduction, readiness, response and recovery arrangements required of it under the Act, and under the Group Plan or as otherwise agreed by the Group, to the standards agreed by the Group.

## **10. Delegated Authority**

- 10.1 Power to appoint Group Controller. The Group will appoint one or more suitably qualified and experienced persons or person to be the Group Controller for the CDEM Group pursuant to by section 26 of the Act and in accordance with the Governance and Management section of the current Group Plan. The powers delegated to the Group Controller(s) are as defined in the Group Plan.
- 10.2 Appointment of Local Controllers. The Group may from time to time appoint, in accordance with section 27 of the Act and following consultation with the relevant members, one or more persons to be a Local Controller in accordance with the Governance and Management section of the current Group Plan.
- 10.3 Appoint persons who may Declare a State of Local Emergency. The Group will appoint at least one person as a person authorised to declare a state of local emergency for its area and in accordance with the Governance and Management section of the current Group Plan.

## **11. Civil Defence Emergency Management Group Plan**

- 11.1 The Group will prepare, approve, adopt and review a Group Plan in accordance with sections 48 to 57 of the Act.
- 11.2 For the avoidance of doubt each and every obligation, agreement, covenant, responsibility and liability under the Group Plan is binding on and will continue to bind each and every Member of the Group and is and will continue to be enforceable as between each of the Members, against each of the other Members, and every Member of the Group agrees and covenants to carry out and perform all of its obligations under the Group Plan.

## **12. Maintain the Coordinating Executive Group**

- 12.1 In accordance with section 20 of the Act, establish and maintain a Co-ordinating Executive Group consisting of:
- 12.1.1 The chief executive officer of each Member or a senior person acting on that person's behalf; and
  - 12.1.2 A senior representative of the Police assigned for the purpose by the Commissioner of Police; and
  - 12.1.3 A senior representative of Fire and Emergency New Zealand assigned for the purpose by their Chief Executive; and
  - 12.1.4 The chief executive of a District Health Board in Hawke's Bay representing the District Health Board in Hawke's Bay, or a person acting on their behalf; and
  - 12.1.5 Any other persons that may be co-opted by the CDEM Group to assist the CEG to undertake its responsibilities.

## **13. Remuneration**

- 13.1 Each local authority member of the Group shall be responsible for remunerating its representative on the Group for the cost of that person's participation in the Group.
- 13.2 Each tangata whenua member will be remunerated \$452 per meeting attended, plus reimbursed mileage to travel to/from meetings at the rate of \$0.83/km. These costs will be divided proportionally among the local authority members.

## **14. Meetings**

- 14.1 The Hawke's Bay Regional Council standing orders will be used to conduct Group meetings.
- 14.2 Other standing orders may be used, subject to the agreement of the Group, and in accordance with section 19(1) of the Act.
- 14.3 The Group shall hold all meetings at such frequency, times and place(s) as agreed for the performance of the functions, duties and powers delegated under this Terms of Reference. However there will be at least two meetings per year.
- 14.4 In accordance with clause 23 of Schedule 7 of the Local Government Act 2002 the quorum of the Group is all local authority members.
- 14.5 A representative may attend any meeting of the Joint Committee by means of audio or audio-visual link unless lawfully excluded.
- 14.6 A representative may attend a meeting by means of audio or audio-visual link despite –
  - 14.6.1 clauses 25A(1) and (4) and 27(5)(a) of the Local Government Act 2002, and
  - 14.6.2 any limitation or condition on the use of an audio or audio-visual link, or other contrary provision, that is contained in any standing orders that apply to the meeting.
- 14.7 A representative who attends a meeting by means of audio or audio-visual link in accordance with this Terms of Reference is to be counted as present for the purposes of (the quorum) clauses 23 and 30A of Schedule 7 of the Local Government Act 2002.
- 14.8 In the event that a quorum cannot be achieved, the business at any meeting convened for the Joint Committee may be considered without further notice by a subcommittee of the Joint Committee. The recommendations of this subcommittee will be reported for final decision at the next Joint Committee meeting.

## **15. Voting**

- 15.1 Each local authority member has one vote at a meeting of the Group or when the Group is required at any time to make a decision in respect of an action to be taken by the Group.
- 15.2 All actions (other than the entering into of contracts within the authorised Group budget) to be taken by the Group must first be approved by way of a majority vote of all members that are present and voting.
- 15.3 The National Emergency Management Agency shall have observer status on the Group and also the Coordinating Executives Group.

## **16. Election of Chairperson and Deputy Chairperson**

- 16.1 The Group may elect a Group Chairperson and Deputy Chairperson for the Group at the first meeting following the triennial local government elections, from amongst the local authority representatives, and appoint replacements when any of those offices become vacant between elections.
- 16.2 The Group's Chairperson and Deputy Chairperson shall hold office until the first meeting following the triennial general election.

## **17. Administering Authority**

- 17.1 In accordance with section 23 of the Act, the Administering Authority for the Group will be the Hawke's Bay Regional Council. The Administering Authority is responsible for the provision of administrative and related services that may from time to time be required by the Group.

## **18. Group Emergency Management Office**

- 18.1 The Hawke's Bay Regional Council will establish and manage a Hawke's Bay Emergency Management Group Office on behalf of the Group.
- 18.2 The Group Office shall coordinate technical expertise, planning and operational functions, performance monitoring, coordination of Group wide projects and any other functions as are assigned to it by the Group. The Group Office will also maintain at least one Emergency Management Advisor to be co-located in each TLA to support and where appropriate implement local emergency management outcomes.
- 18.3 The Hawke's Bay Regional Council will employ staff for the Group Office as authorised by the Group and manage the office's expenditure in accordance with the principles of the Local Government Act 2002 and amendments.

## **19. Group Funding and Budget**

- 19.1 The proposed annual Group work programme and budget will be signed off by the Group no later than 30 November of the year preceeding the year to which the programme and budget will apply.
- 19.2 The Group work programme, and administrative and related services pursuant to section 24 of the Act, will be funded by way of a Targeted Rate Uniform General Charge (UGC) across the area of the Group and administered by the Hawke's Bay Regional Council. In order to set the Targeted Rate UGC, the Group will communicate its agreed programme and budget to the Hawke's Bay Regional Council no later than 1 February of the year which the programme and budget applies.
- 19.3 The Joint Committee is responsible for deciding the civil defence and emergency management levels of service and outcomes to be provided to the community. As the Administrating Authority the Hawke's Bay Regional Council is responsible for providing the resources to achieve these outcomes.

## **20. Good Faith**

- 20.1 In the event of any circumstances arising that were unforeseen by the parties at the time of adopting this Terms of Reference, the parties hereby record their intention that they will negotiate in good faith to add to or vary this Terms of Reference so to resolve the impact of those circumstances in the best interests of:
  - 20.1.1 the members of the CDEM Group collectively; and
  - 20.1.2 the Hawke's Bay community represented by the members of the Group collectively.

## **21. Variations**

- 21.1 Any member may propose a variation, deletion or addition to the Terms of Reference by putting the wording of the proposed variation, deletion or addition to a meeting of the Group.
- 21.2 Amendments to the Terms of Reference may only be made with the unanimous agreement of all local authority members.

## **22. Review of the Terms of Reference**

- 22.1 The Terms of Reference will be reviewed and if appropriate amended by the Group at its first meeting following the following the triennial local government elections.
- 22.2 The adoption of an amended Terms of Reference revised under clause 22.1 will be undertaken in accordance with section 21 above.
- 23.3 Amendments to the Terms of Reference will come into effect once agreed, by resolution, by all partner councils in accordance with Schedule 7, clause 30A of the Local Government Act.

**23. Adopted**

21 September 2023 by resolution of the  
Central Hawke's Bay District Council  
Mayor Alex Walker

20 July 2023 by resolution of the  
Hastings District Council  
Mayor Sandra Hazlehurst

26 July 2023 by resolution of the  
Hawke's Bay Regional Council  
Chair Hinewai Ormsby

20 July 2023 by resolution of the  
Napier City Council  
Mayor Kirsten Wise

13 February 2024 by resolution of the  
Wairoa District Council  
Mayor Craig Little