

# **ESTABLISHMENT AGREEMENT**

## **Northland Civil Defence Emergency Management Group**

*Parties*

FAR NORTH DISTRICT COUNCIL

KAIPARA DISTRICT COUNCIL

WHANGAREI DISTRICT COUNCIL

NORTHLAND REGIONAL COUNCIL

Dated:

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# ESTABLISHMENT AGREEMENT

## NORTHLAND CIVIL DEFENCE EMERGENCY MANAGEMENT GROUP

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### 1. PARTIES

10           **1.1**        Each of the following local authorities is a party to this agreement and member of the Northland Civil Defence Emergency Management Group:

15                            Far North District Council  
                                 Kaipara District Council  
                                 Whangarei District Council  
                                 Northland Regional Council

### 2. DEFINITIONS

20            In this agreement:

**2.1**        "Act" means the Civil Defence Emergency Management Act 2002, which repeals and replaces the Civil Defence Act 1983.

25            **2.2**        "Northland Region" means the Northland Region as defined in the Local Government (Northland Region) Reorganisation Order 1989.

30            **2.3**        "Co-ordinating Executive Group" means the Co-ordinating Executive Group to be established under clause 23 of this agreement and Section 20 of the Act.

**2.4**        "Emergency Management Office" means Emergency Management Office to be established under clause 22 of this agreement.

35            **2.5**        "Group" means the Northland Civil Defence Emergency Management Group.

**2.6**        "Group Controller" means a person appointed under clause 11.1(a) of this agreement and Section 26 of the Act as a group controller.

40            **2.7**        "Member" means a Local Authority that is a member of the Group or any civil defence emergency management group, as the context may require.

45            **2.8**        "Party" means a party to this agreement.

### 3. TERM OF AGREEMENT

50            **3.1**        This agreement shall commence once all the parties to this agreement have executed this agreement under common seal.

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**3.2** This agreement shall expire on the date on which the Act is repealed or on any other date specified in an enactment.

5 **4. PURPOSE OF AGREEMENT**

**4.1** The purposes of this agreement are to:

- 10 (a) provide for the establishment of the Group in fulfilment of the parties' obligations under section 12 of the Act; and
- (b) set out the functions, powers, and duties of the Group and members; and
- 15 (c) provide for the administrative arrangements of the Group.

**5. PURPOSES OF THE ACT**

**5.1** The purposes of the Act to which the Group is to have regard are to:

- 20 (a) improve and promote the sustainable management of hazards (as that term is defined in the Act) in a way that contributes to the social, economic, cultural, and environmental well-being and safety of the public and also to the protection of property; and
- 25 (b) encourage and enable communities to achieve acceptable levels of risk (as that term is defined in the Act), including, without limitation,
  - 30 (i) identifying, assessing, and managing risks; and
  - (ii) consulting and communicating about risks; and
  - (iii) identifying and implementing cost-effective risk reduction; and
  - 35 (iv) monitoring and reviewing the process; and
- 40 (c) provide for planning and preparation for emergencies and for response and recovery in the event of an emergency; and
- 45 (d) require local authorities to co-ordinate, through regional groups, planning, programmes, and activities related to civil defence emergency management across the areas of reduction, readiness, response, and recovery, and encourage co-operation and joint action within those regional groups; and
- 50 (e) provide a basis for the integration of national and local civil defence emergency management planning and activity through the alignment of local planning with a national strategy and national plan; and

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- (f) encourage the co-ordination of emergency management, planning, and activities related to civil defence emergency management across the wide range of agencies and organisations preventing or managing emergencies under the Act and the other Acts listed in clause 10.3 of this agreement.

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## **6. ESTABLISHMENT AND MEMBERSHIP OF THE GROUP**

**6.1** Pursuant to section 12 of the Act, and section 114S of the Local Government Act 1974, the parties each having so resolved in accordance with Section 114s of the Local Government Act 1974, hereby establish the Northland Civil Defence Emergency Management Group as a joint Standing Committee.

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**6.2** Under section 13(1) of the Act every party to this agreement must be a member of the Group.

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**6.3** The members of the Group will be the Northland Regional Council and the following territorial local authorities: Far North District Council, Kaipara District Council, and Whangarei District Council. Each member is to be represented on the Group by one person only, being the mayor/chairperson of that local authority or an alternate representative who has been given the delegated authority to act for the mayor/chairperson.

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**6.4** Each member shall also appoint an alternate representative to act in the absence of the representative appointed under 6.3 above. An alternate representative must be an elected person from that territorial authority or regional council under section 13(4) of the Act.

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**6.5** Under section 114S(4) of the Local Government Act 1974 the powers to discharge any representative on the Group and appoint his or her replacement shall be exercisable only by the member that appointed the representative being discharged.

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**6.6** The members of the Group may wish to provide for other organisations and agencies involved in or contributing to Civil Defence Emergency Management in the Northland Region to be able to be represented on the Group in an observer capacity. Observers are to be represented by one representative who shall be appointed by the observer organisation and shall be accorded speaking rights at meetings (but no voting rights). The Group may extend observer status to any organisations and agencies as it sees fit.

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**7. REPRESENTATIVES TO HAVE FULL DELEGATED AUTHORITY**

5 **7.1** Each member agrees to confer full delegated authority on its representative and alternate representative on the Group to exercise the functions, powers, and duties of members under the Act.

10 **7.2** At meetings of the Group each member's representative is to have full authority to vote and make decisions on behalf of that member without further recourse to that member.

15 **8. MEMBERSHIP IN EVENT OF LOCAL GOVERNMENT REORGANISATIONS**

20 **8.1** If a local government reorganisation-

25 (a) Creates new regional councils or unitary authorities; or

(b) Redraws boundaries between regional councils or unitary authorities, or between regional councils and unitary authorities; or

(c) Extends the area of a territorial authority into the area of another regional council or unitary authority,

in a way that affects any party, then that party shall comply with section 22 of the Act.

30 **9. REQUIREMENT TO MAINTAIN THE GROUP**

35 **9.1** In accordance with section 12(2) of the Act, section 114P(5) of the Local Government Act 1974 must not be read as permitting any member to discharge or reconstitute the Group.

**9.2** Upon members' representatives on the Group being discharged under section 114R(3) of the Local Government Act 1974, members shall as soon as practicable re-appoint representatives to the Group with the same delegated functions, duties and powers as their predecessors.

40 **10. FUNCTIONS OF THE GROUP**

**10.1** The functions of the Group, and of each party as a member of the Group, are to-

(a) in relation to relevant hazards and risks,-

(i) identify, assess, and manage those hazards and risks; and

(ii) consult and communicate about risks; and

(iii) identify and implement cost-effective risk reduction:

- 
- 5 (b) take all steps necessary on an ongoing basis to maintain and provide, or to arrange the provision of, or to otherwise make available suitably trained and competent personnel, including volunteers, and an appropriate organisational structure for those personnel, for effective civil defence emergency management in the Northland Region; and
- 10 (c) take all steps necessary on an ongoing basis to maintain and provide, or to arrange the provision of, or otherwise to make available material, services, information, and any other resources for effective civil defence emergency management in the Northland Region; and
- 15 (d) respond to and manage the adverse effects of emergencies in the Northland Region; and
- (e) carry out recovery activities; and
- 20 (f) when requested, assist other civil defence emergency management groups in the implementation of civil defence emergency management in their areas (having regard to the competing civil defence emergency management demands within the Northland Region and any other requests for assistance from other civil defence emergency management groups); and
- 25 (g) within the Northland Region, promote and raise public awareness of, and compliance with, the Act and legislative provisions relevant to the purpose of the Act; and
- 30 (h) monitor and report on compliance within the Northland Region with the Act and legislative provisions relevant to the purpose of the Act; and
- 35 (i) develop, approve, implement, and monitor the Northland Civil Defence Emergency Management Group plan and regularly review the plan; and
- 40 (j) participate in the development of the national civil defence emergency management strategy and the national civil defence emergency management plan; and
- (k) promote civil defence emergency management in the Northland Region that is consistent with the purpose of the Act.
- 45 **10.2** The Group also has any other functions that are conferred or imposed by or under the Act or any other enactment.
- 50 **10.3** For the purposes of clause 10.1(g) and (h) of this agreement, legislative provisions relevant to the purpose of the Act include, but are not limited to, the provisions in the following Acts that may be relevant to civil defence emergency management:
- (a) Biosecurity Act 1993; and

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- (b) Building Act 1991; and
  - (c) Fire Service Act 1975; and
  - (d) Forest and Rural Fires Act 1977; and
  - (e) Hazardous Substances and New Organisms Act 1996; and
  - (f) Health Act 1956; and
  - (g) Health and Safety in Employment Act 1992; and
  - (h) Local Government Act 1974; and
  - (i) Maritime Transport Act 1994; and
  - (j) Resource Management Act 1991; and
  - (k) Any enactment passed in substitution for any of the Acts in paragraphs (a) to (j).

## **11. DUTY TO APPOINT GROUP CONTROLLER**

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- 11.1** In accordance with section 26 of the Act, the Group must appoint:
- (a) a suitably qualified and experienced person to be the Group Controller for the Northland Region; and
  - (b) a suitably qualified and experienced person to exercise the functions, powers and duties of the Group Controller in the event of a vacancy in or absence in the office of Group Controller.
- 11.2** A person appointed under clause 11.1 of this agreement shall have the functions set out in section 28 of the Act.

## **12. APPOINTMENT OF LOCAL CONTROLLERS**

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- 45
- 12.1** In accordance with section 27 of the Act, the Group may appoint one or more persons to be a Local Controller.
- 12.2** It is the intention of the Group that, unless a territorial authority indicates otherwise, Local Controllers be appointed for each territorial authority in the Group.

## **13. DUTY TO APPOINT PERSON WHO MAY DECLARE STATE OF LOCAL EMERGENCY**

- 50
- 13.1** In accordance with section 25 of the Act, the Group must appoint at least one representative of a member of the Group as a person authorised to declare a state of local emergency for the Northland Region.

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**13.2** In accordance with section 25(5) of the Act, the Mayor of a territorial authority or an elected member of the territorial authority designated to act on behalf of the Mayor or if the Mayor is absent, may declare a state of local emergency that covers the district of that territorial authority.

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**14. DUTY TO PREPARE, APPROVE AND REVIEW CIVIL DEFENCE EMERGENCY MANAGEMENT GROUP PLAN**

**14.1** The Group must prepare, approve and review a civil defence emergency management group plan in accordance with the Act.

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**15. POWERS OF THE GROUP**

**15.1** The Group has all the powers that are reasonably necessary or expedient to enable it to perform its functions, including the power to delegate any of its functions to members, the Group Controller, or any other person.

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**15.2** Without limiting the generality of clause 15.1 of this agreement, the Group may-

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(a) recruit and train volunteers for civil defence emergency management tasks; and

(b) conduct civil defence emergency management training exercises, practices, and rehearsals; and

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(c) issue and control the use of signs, badges, insignia, and identification passes authorised under the Act, regulations made under the Act, or its civil defence emergency management plan; and

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(d) provide, maintain, control, and operate warning systems; and

(e) provide communications, equipment, accommodation, and facilities for the exercise of its functions and powers during an emergency; and

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(f) exercise any other powers that are necessary to give effect to its civil defence emergency management plan.

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**16. RESPONSIBILITIES OF MEMBERS**

**16.1** Each member of the Group will:

(a) appoint one elected representative each to the Group in accordance with clause 6.4 of this agreement; and

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(b) appoint its chief executive officer or senior manager to the Co-ordinating Executive Group (CEG); and

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(c) participate in the preparation of and agree the civil defence emergency management group plan for the Northland Region; and

5 (d) contribute technical expertise and resources to maintain an effective group and local level response capability; and

10 (e) provide to the Group the information or reports that may be required by the Group for emergency management purposes.

15 **16.2** Each territorial authority member of the Group will be responsible for the reduction, readiness, response and recovery arrangements required of it under the Act, the civil defence emergency management group plan and or otherwise agreed by the Group, to the standards agreed by the Group.

## **17. POWERS OF MEMBERS**

**17.1** Each member of the Group may:

20 (a) acquire, hold, and dispose of real or personal property for the use of the Group; and

25 (b) remunerate its representative or alternate representative on the Group for the cost of that person's participation in the Group; and

(c) exercise any powers or functions conferred on a member under the Act.

## **18. MEETINGS**

30 **18.1** The New Zealand Standard for model standing orders (NZS 9202: 2001), or any New Zealand Standard substituted for that standard, will be used to conduct Group meetings as if the Group were a local authority and the principal administrative officer of the administering authority were its principal administrative officer. Representatives of members of the Group may agree to use other standing orders only in accordance with section 19(1) of the Act.

40 **18.2** The Group shall hold all meetings at such times and place(s) as agreed for the performance of the functions, duties and powers delegated under this agreement.

**18.3** The quorum shall consist of four members.

45 **18.4** Each member has one vote.

## **19. CHAIRPERSON AND DEPUTY CHAIRPERSON**

50 **19.1** On the constitution or reconstitution of the Group members shall elect a Group Chairperson and Deputy Chairperson;

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5           **19.2**   The Group's Chairperson and Deputy Chairperson will hold office for a term of three years or such a lesser period as may be determined by the Group. The term of office of an appointed chairperson or deputy chairperson ends if that person ceases to be a representative of a member of the Group.

**20.       CASTING VOTE**

10           **20.1**   As general statements of principle, the following shall apply:

**(a)**     The casting vote is to be used in the best interests of the Northland Region represented by members considered together; and

15           **(b)**     The casting vote is to be used in the best interests of all members considered together.

**20.2**   Members shall use their best endeavours to avoid use of a casting vote by obtaining consensus.

20           **20.3**   The casting vote shall not be used unreasonably in favour of one member.

**21.       ADMINISTERING AUTHORITY**

25           **21.1**   Under section 23 of the Act the administering authority for the Group is the Northland Regional Council.

30           **21.2**   Under section 24.2 of the Act the administrative and related services referred to in clause 21.1 of this agreement include services required for the purposes of the Local Government Act 1974, the Act, or any other Act, regulation, or bylaw that applies to the conduct of the joint standing committee under section 114S of the Local Government Act 1974.

35           **21.3**   The costs for the provision of administrative and related services that may be required of the administering authority under section 24 of the Act are to be included in the Group's annual budget.

**22.       EMERGENCY MANAGEMENT OFFICE**

40           **22.1**   Northland Regional Council will establish and manage on behalf of the Group, an Emergency Management Office.

45           **22.2**   The Emergency Management Office may carry out such technical and planning functions as are assigned to it by the Group, and in addition, shall perform the statutory mandated functions of the administering authority under the Act.

50           **22.3**   The Northland Regional Council will employ staff for the Emergency Management Office as authorised by the Group and to manage the office's expenditure in accordance with the principles of the Local Government Act 1974 and amendments.

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## **23. CO-ORDINATING EXECUTIVE GROUP**

5           **23.1**    In accordance with section 20 of the Act the Group will establish and maintain a Co-ordinating Executive Group consisting of:

- 10           (a)       The chief executive officer of each member or a senior person acting on that person's behalf; and
- (b)       a senior representative of the police assigned for the purpose by the Commissioner of Police; and
- (c)       a senior representative of the fire service assigned for the purpose by the National Commander; and
- 15           (d)       a chief executive of a district health board in the Northland Region representing the district health boards in the Northland Region, or a person acting on their behalf; and
- (e)       a chief executive of an ambulance service in the Northland Region, or a person acting on their behalf; and
- (f)       any other persons that may be co-opted by the Group.

20           **23.2**    The functions of the Co-ordinating Executive Group shall include:

- 25           (a)       Providing advice to the Group and any committees or subcommittees of the Group; and
- (b)       Implementing as appropriate decisions of the Group; and
- (c)       Overseeing the implementation, development, maintenance, monitoring, and evaluation of the civil defence emergency management group plan.

## **24. FUNDING**

30           **24.1**    The Group shall agree a budget every year. The budget shall be prepared by the Emergency Management Office and approved by the Group at a meeting conducted in accordance with clause 18 of this agreement.

35           **24.2**    The agreed Group budget will be met by a cost sharing arrangement to be agreed between the Northland Regional Council and the territorial authorities. The budget will include:

- 40           (a)       Administrating authority costs; and
- (b)       Co-ordinating Executive Group costs; and
- 45           (c)       Emergency Management Office costs; and

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- 5
- (d) Costs associated with the preparation and approval of a civil defence emergency management group plan; and
- (e) The Group's share of the costs of the Group Emergency Operations Centre; and
- (f) The costs of Group reduction, readiness, response and recovery activities; and
- 10 (g) Such other Group expenses as the Group may decide.

## 25. ENTERING CONTRACTS

- 15 **25.1** The parties agree that the Northland Regional Council may exercise the functions, powers and duties of the Group in relation to contracts for the provision of any goods or services up to a value of \$50,000 which are provided for in the Group budget.
- 20 **25.2** The Northland Regional Council will enter into contracts under clause 25.1 in its own name rather than the name of all members of the Group, notwithstanding that the contract is for the purposes of performing the functions, powers and duties of the Group.
- 25 **25.3** Any financial liability which the Northland Regional Council assumes under a contract entered into under clause 25.1 is to be met from the Group budget.
- 30 **25.4** Pursuant to section 3 of the Public Bodies Contracts Act 1959, two officers of the Northland Regional Council, one of whom is the chief executive or acting chief executive, may sign a contract entered into under clause 25.1
- 35 **25.5** During a state of emergency contracts may be entered into on behalf of the Group by the persons set out in section 94 of the Act.

## 26. ARBITRATION

- 40 **26.1** Any dispute arising out of the interpretation of this agreement, including any question regarding its existence, validity or termination, shall be referred to arbitration.
- 45 **26.2** If the parties are unable to agree upon the appointment of a single arbitrator within five (5) working days of the receipt of written notification of the desire of a party to have a dispute arbitrated, or if any arbitrator agreed upon refuses or fails to act within fourteen days of his or her appointment then any party may request the President for the time of the Northland District Law Society to appoint an arbitrator and the arbitration shall be carried out in accordance with the Arbitration Act 1996.
- 50 **26.3** In this clause time shall be of the essence and the parties agree to be bound by any decision, determination or award given pursuant to the provisions hereof.

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**27. GOOD FAITH**

5           **27.1**   In the event of any circumstances arising that were unforeseen by the parties at the time of entering into of this agreement the parties hereby record their intention that they will negotiate in good faith to add to or vary this agreement so to resolve the impact of those circumstances in the best interests of:

10                   (a)    The members of the Group collectively ; and

                      (b)    The Northland community represented by the members of the Group collectively.

15           **28. VARIATIONS**

**28.1**   Any member may propose a variation, deletion or addition to this agreement by putting the wording of the proposed variation, deletion or addition to a meeting of the Group

20                   **28.2**   Once a proposed variation, deletion or addition to this agreement has been put to the Group, this agreement is not amended until each member executes under common seal a written amendment to the agreement giving affect to the proposed variation, deletion or addition.

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**EXECUTED** by the parties on the date set out above

5 THE COMMON SEAL of )  
NORTHLAND REGIONAL COUNCIL )  
Was affixed in the presence of ) \_\_\_\_\_

10 THE COMMON SEAL of the )  
FAR NORTH DISTRICT COUNCIL )  
Was affixed in the presence of ) \_\_\_\_\_

15 \_\_\_\_\_

20 THE COMMON SEAL of the )  
KAIPARA DISTRICT COUNCIL )  
Was affixed in the presence of ) \_\_\_\_\_

\_\_\_\_\_

25 THE COMMON SEAL of the )  
WHANGAREI DISTRICT COUNCIL )  
Was affixed in the presence of ) \_\_\_\_\_

30 \_\_\_\_\_