



# **Franz Josef Rating District Joint Committee Agreement**

June 2022

Updated March 2024

**DOCUMENT CONTROL**

Reason for Submission	Revision Number	Revision Date	Approval
New Document		1 July 2021	
Version 1 - draft		November 2021	Initial review by West Coast Regional Council and Westland District Council
		December 2021	Review by Department of Conservation and Waka Kotahi
	Final	14 December 2021	Adoption by West Coast Regional Council
	Final	24 March 2022	Adoption by Westland District Council
Version 2	2	February 2024	Revision drafted to amend membership and quorum, and other minor amendments (version2)
		28 March 2024	Adoption of Version 2 by West Coast Regional Council
		28 March 2024	Adoption of Version 2 by Westland District Council
		6 May 2024	Insertion of Practice Note regarding distribution of agendas

This Deed is made this **26th** day of **July 2022**

Updated **28 March 2024**

## **PARTIES**

WESTLAND DISTRICT COUNCIL (“WDC”)

WEST COAST REGIONAL COUNCIL (“WCRC”)

TE RŪNANGA O MAKAAWHIO (“MAKAAWHIO”)

NEW ZEALAND TRANSPORT AGENCY (“WAKA KOTAHI”)

DIRECTOR-GENERAL OF CONSERVATION (“DOC”)

## **AGREEMENT**

### **BACKGROUND**

- A. The WDC is empowered by Sections 12 and 130 of the Local Government Act 2002 to manage stormwater and amenity issues within its district; and
- B. The WCRC is empowered by Section 126 of the Soil Conservation and Rivers Control Act 1941 to take such steps as are necessary for the prevention of damage by floods; and
- C. Both Councils are empowered by the Local Government (Rating) Act 2002 to raise the funds necessary to carry out their respective functions; and
- D. Both Councils are empowered by Sections 12 and 137 and clauses 30 and 30A of Schedule 7 of the Local Government Act 2002 to enter into joint agreements and form a joint committee to co-ordinate the management of overlapping functions; and
- E. Any Franz Josef flood protection structure built as a result of this agreement will be owned by the WCRC. The land the flood defence assets are on is under various ownership; and
- F. Both Councils wish to record their agreement to jointly manage the maintenance of the Franz Josef flood defence assets, via a Joint Committee of the two Councils, Makaawhio, Waka Kotahi, DOC and community members.

### **STRUCTURE AND OPERATION OF THE COMMITTEE**

1. The Joint Committee shall be formed initially, with its membership reappointed at or after the first meeting of WCRC and WDC following each triennial general election.
2. WCRC shall appoint three elected Councillors to the Joint Committee, being two Councillors from the Westland constituency (or a delegate) and the Chair of WCRC. If the Chair of WCRC is from the

Westland constituency, then the third Councillor will be appointed from another constituency.

3. WDC shall appoint the Mayor for Westland, plus the two elected South Westland Councillors (or a delegate) to the Joint Committee.
4. Makaawhio shall be represented on the Joint Committee by the Chair of Te Rūnanga O Makaawhio or a representative delegated by the Chair.
5. Waka Kotahi will appoint a member to the Joint Committee.
6. The Director-General of Conservation will appoint a member to the Joint Committee.
7. Eight community members from the rating district, to be made up of four representing the north side and four representing the south side of the Waiho River, will be appointed to the Joint Committee by the WCRC and WDC following a call for nominations. New community members will be appointed as vacancies arise and the term of the appointments will match the local government constituent's appointments. The nomination process shall be administered by the WCRC, in consultation with WDC.
8. In relation to DOC, membership of the Joint Committee does not:
  - affect any of its rights, powers or duties, in particular as they relate to river and flood management at Franz Josef (such as under the Resource Management Act 1991); or
  - bind it to any funding commitments or decisions relating to transfer of assets.
9. The Chair shall alternate one year to the next being a WDC elected representative one year and a WCRC elected representative the next, with the term of the chairpersonship being 12 months from 31 October each year except in years where the triennial election is held, where the term ends at the date of the election. The appointment of the Chair shall be made by the relevant Council who has responsibility for the Chair.
10. The function of the secretariat will alternate as per the term of chairpersonship.
11. The Council not exercising the role of Chair in any year shall appoint a Deputy Chair. The term of the deputy chairpersonship shall be 12 months from 31 October each year except in years where the triennial election is held, where the term ends at the date of the election.
12. Unless otherwise specified in this Agreement, the Committee shall use the current standing orders of the WCRC, noting that the committee wishes to achieve consensus decisions wherever possible.
13. A quorum of the Committee shall be not less than nine members, and must include:
  - two or more members from each of the two Councils (two or more from WCRC and two or more from WDC);
  - two or more of the appointed community representatives from the rating district representing the north side of the Waiho River;
  - two or more of the appointed community representatives from the rating district representing the south side of the Waiho River;

- one or more members from the other three parties to the Agreement (New Zealand Transport Agency, Director-General of Conservation, or Te Rūnanga O Mākaahio).

14. Meetings shall be held biannually or as otherwise agreed by the Joint Committee.

15. Notification of meetings and the publication of agendas<sup>1</sup> and reports shall be conducted in accordance with the requirements of Part 7 of the Local Government Official Information and Meetings Act 1987, and will be undertaken by the secretariat.

16. Minutes of all Joint Committee meetings shall be provided to the next meeting of the respective Councils.

### **TERMS OF REFERENCE & DELEGATIONS**

17. Each year the Joint Committee shall consider any staff and/or expert reports, ascertain what work and budget requirements will be for the coming year and make a recommendation to each parent Council for annual planning and action.

18. The Committee shall not have any funding or rate setting authority.

19. WCRC as the Rating Body for the Franz Josef Rating District is the final decision maker on the annual work plan and setting the appropriate rate to fund the agreed works.

20. The Joint Committee's role is to review the annual work plan provided to it by the WCRC, receive and consider any independent expert advice, and make informed recommendations to WCRC for the final decision. The Committee may also make recommendations to the WCRC regarding:

- Commissioning independent expert reports; and
- Undertaking public consultation on boundary changes, major capital works and other areas of significant public interest.

WCRC will consider any recommendations of the Committee in making any decisions on the above.

21. Where Committee recommendations relate to the functions of the WDC, WDC shall consider and make decisions on any recommendations accordingly.

22. Without limiting the ability of the Joint Committee to recommend the most appropriate arrangements for works and funding, in relation to the Franz Josef flood defence assets the WDC shall be responsible for all works and funding relating to:

- Stormwater management, including any pump station operation and maintenance and floodgates on drainpipes and their operation and maintenance.

23. Without limiting the ability of the Joint Committee to recommend the most appropriate arrangements for works and funding, in relation to the Franz Josef flood defence assets the WCRC shall be responsible for all works and funding relating to:

- The maintenance and repair of the structural integrity of the flood defence assets

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<sup>1</sup> As per the Practice Note appended to this Agreement, meeting agendas are to be distributed to members not less than 14 days prior to meetings.

- managed under WCRC Asset Management Plans;
- The provision of flood warning advice to WDC for the Waiho River; and
- Ownership of the flood defence assets as identified in WCRC Asset Management Plans.

24. The WCRC has constituted a "Franz Josef Rating District" and reserves the right to raise such funds as it may need to carry out its functions under clause 23 above from this source.
25. The WDC will fund the performance of its functions under clause 22 above from such sources that are available that it may determine.

#### **VARIATION OF THIS AGREEMENT**

26. This agreement may be amended at any time, at the request of either Council, but such amendment will only take effect once both parent Councils have formally received and adopted those changes sought.

**SIGNATURES**

SIGNED by

**WESTLAND DISTRICT COUNCIL**

In the presence of:

\_\_\_\_\_   
by its authorised signatory

\_\_\_\_\_   
Witness signature

\_\_\_\_\_   
Witness name

\_\_\_\_\_   
Witness Occupation

\_\_\_\_\_   
Witness Town of Residence

SIGNED by

**WEST COAST REGIONAL COUNCIL**

In the presence of:

\_\_\_\_\_   
by its authorised signatory

\_\_\_\_\_   
Witness signature

\_\_\_\_\_   
Witness name

\_\_\_\_\_   
Witness Occupation

\_\_\_\_\_   
Witness Town of Residence

SIGNED by

**TE RŪNANGA O MAKAAWHIO**

In the presence of:

\_\_\_\_\_   
by its authorised signatory

\_\_\_\_\_   
Witness signature

\_\_\_\_\_   
Witness name

\_\_\_\_\_   
Witness Occupation

\_\_\_\_\_   
Witness Town of Residence

SIGNED by

**NEW ZEALAND TRANSPORT AGENCY**

In the presence of:

\_\_\_\_\_   
by its authorised signatory

\_\_\_\_\_   
Witness signature

\_\_\_\_\_   
Witness name

\_\_\_\_\_   
Witness Occupation

\_\_\_\_\_   
Witness Town of Residence

SIGNED by

**DIRECTOR-GENERAL OF CONSERVATION**

In the presence of:

\_\_\_\_\_   
by its authorised signatory

\_\_\_\_\_   
Witness signature

\_\_\_\_\_   
Witness name

\_\_\_\_\_   
Witness Occupation

\_\_\_\_\_   
Witness Town of Residence



**PRACTICE NOTE:**

**Distribution of Agendas for Joint Committee meetings**

Each meeting agenda for any Joint Committee meeting shall be distributed to members not less than 14 days prior to the meeting.