



## Meeting of the HB Civil Defence Emergency Management Group Joint Committee

**Date:** Monday 23 March 2020  
**Time:** 1.30pm  
**Venue:** Council Chamber  
 Hawke's Bay Regional Council  
 159 Dalton Street  
 NAPIER

### Agenda

ITEM	SUBJECT	PAGE
1.	Welcome/Notices/Apologies	
2.	Conflict of Interest Declarations	
3.	Confirmation of Minutes of the HB Civil Defence Emergency Management Group Joint Committee meeting held on 11 November 2019	
4.	Action Items from Previous HB CDEM Group Joint Committee Meetings	3
5.	Call for Minor Items Not on the Agenda	7
<b>Decision Items</b>		
6.	Confirmation of Joint Committee Terms of reference	9
7.	Hawke's Bay Disaster Relief Trust Deed	19
<b>Information or Performance Monitoring</b>		
8.	Group Manager's Update	35
9.	Discussion of Minor Items not on the Agenda	49

**Please note: A briefing on current events will be provided to Members Only following meeting close.**





## HB CDEM GROUP JOINT COMMITTEE

Monday 23 March 2020

### SUBJECT: ACTION ITEMS FROM PREVIOUS HB CDEM GROUP JOINT COMMITTEE MEETINGS

#### Reason for Report

1. **Attachment 1** lists items raised at previous meetings that require action, and each item indicates who is responsible, when it is expected to be completed and a brief status comment. Once the items have been reported to the Committee they will be removed from the list.

#### Decision Making Process

2. Staff have assessed the requirements of the Local Government Act 2002 in relation to this item and have concluded that, as this report is for information only, the decision making provisions do not apply.

#### Recommendation

That the HB CDEM Joint Committee receives the “*Action Items from Previous HB CDEM Group Joint Committee Meetings*” report.

#### Authored & Approved by:

**Ian Macdonald**  
**GROUP MANAGER/CONTROLLER**

#### Attachment/s

[1](#) Actions from Previous Meetings





### Action Items from previous CDEM Group Joint Committee meetings

#### From 11 November 2019 meeting

Item	Meeting / Agenda Item	Action	Responsible.	Status/Comment
1.	Group Plan Review – Outline Process And Key Dates	Set new objectives for the Group for the next 5 years	I Macdonald	On hold but project plan outline developed and approved by CEG

#### From previous CDEM Joint Committee meetings

Item	Agenda Item	Action	Responsible.	Status/Comment
2.	Follow-ups: Risk Reduction	Potential discussion paper to the next JC on developing a combined plan for all TAs and Agencies around natural hazards and risks.	I Macdonald	Programmed for June 2020 CDEMG Joint Committee meeting
3.	2018-19 Annual and Financial Report	<ul style="list-style-type: none"> <li>Letter of recommendation from the Chair of the Joint Committee to be sent to the Regional Councillors to accept the Annual and Financial Reports for the year 2018-19 from the CDEM Group and how this money is to be prioritised to build up a reserve for the Civil Defence Fund.</li> <li>The Annual report 2018-19 will be circulated to all five councils for consideration.</li> </ul>	Mayor A Walker  I Macdonald	Letter to be drafted. Draft minutes already included on HBRC agenda. Final report was forwarded to councils and reported at council meetings.





## HB CDEM GROUP JOINT COMMITTEE

Monday 23 March 2020

### Subject: CALL FOR MINOR ITEMS NOT ON THE AGENDA

#### Reason for Report

1. This item provides the means for Joint Committee members to raise minor matters they wish to bring to the attention of the meeting.
2. Hawke's Bay Regional Council standing order 9.13 states:  

"A meeting may discuss an item that is not on the agenda only if it is a minor matter relating to the general business of the meeting and the Chairperson explains at the beginning of the public part of the meeting that the item will be discussed. However, the meeting may not make a resolution, decision or recommendation about the item, except to refer it to a subsequent meeting for further discussion."

#### Recommendations

3. That the Hawke's Bay Civil Defence Emergency Management Group Joint Committee accepts the following "Minor Items of Business Not on the Agenda" for discussion as item 9.

Topic	Raised by

**Leeanne Hooper**  
GOVERNANCE LEAD

**Ian Macdonald**  
GROUP MANAGER/CONTROLLER







## **HB CDEM GROUP JOINT COMMITTEE**

**Monday 23 March 2020**

### **Subject: CONFIRMATION OF JOINT COMMITTEE TERMS OF REFERENCE**

#### **Reason for Report**

1. This item provides the amended Terms of Reference (ToR) for the Joint Committee for adoption.

#### **Officers' Recommendation**

2. Staff recommend that the committee adopts the Joint Committee terms of reference as proposed (attached).

#### **Background/Discussion**

3. The previous ToR was most recently approved by the Joint Committee in December 2016.
4. At its first meeting of this Triennium, in November 2019, the Committee reviewed the proposed ToR and requested some changes to it, which are included in the attached document. In particular, paragraph 19.2 has been added to reinforce the funding arrangements for the Group, the role of this committee and the Hawke's Bay Regional Council.

#### **Options Assessment**

5. The only options open to the committee is to adopt the terms of reference or not. The Committee may make changes if it wishes.

#### **Financial and Resource Implications**

6. There are no financial or resource implications associated with the adoption of the Committee's ToR.

#### **Decision Making Process**

7. Council and its committees are required to make every decision in accordance with the requirements of the Local Government Act 2002 (the Act). Staff have assessed the requirements in relation to this item and have concluded:
  - 7.1. The decision does not significantly alter the service provision or affect a strategic asset.
  - 7.2. The use of the special consultative procedure is not prescribed by legislation.
  - 7.3. The decision is not significant under the criteria contained in Hawke's Bay Regional Council's adopted Significance and Engagement Policy.

### **Recommendations**

The Hawke's Bay Civil Defence Emergency Management Group Joint Committee:

1. Agrees that the decisions to be made are not significant under the criteria contained in the Hawke's Bay Regional Council's adopted Significance and Engagement Policy, and that the Committee can exercise its discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.
2. Adopts the proposed Terms of References as attached.

### **Authored & Approved by:**

**Ian Macdonald**  
**GROUP MANAGER/CONTROLLER**

### **Attachment/s**

[1](#) CDEMG Joint Committee ToR for 23 March 2020 adoption



## 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. Pursuant to a resolution passed by the Group on 23 March 2020, 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 "Co-ordinating Executive Group" (the CEG) means the Co-ordinating 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 "Member" 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.
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 Member's Representative is to have full authority to vote and make decisions on behalf of that Member without further recourse to that Member in respect of the authority granted under 7.1 above.
  - 7.3 If a 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 Members

9.1 Each 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 a Declare 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 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.

## 14. Meetings

- 14.1 ~~The New Zealand Standard for model Hawke's Bay Regional Council 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 Hawke's Bay Regional Council or his nominated representative were its principal administrative officer.~~
- 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 Members.
- 14.5 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 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 Ministry of Civil Defence and Emergency Management shall have observer status on the Group and also the Co-ordinating Executive 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, 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 the 30th of November of the year proceeding the year 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 level of service and outcomes to be provided to the community. As the Administering 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 The Terms of Reference will only be amended upon a unanimous vote and resolution passed by the Group and duly recorded in writing.

**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. Adopted by

THE COMMON SEAL of the )  
CENTRAL HAWKE'S BAY DISTRICT COUNCIL )  
Was affixed in the presence of )

\_\_\_\_\_

\_\_\_\_\_

THE COMMON SEAL of the )  
HASTINGS DISTRICT COUNCIL )  
Was affixed in the presence of )

\_\_\_\_\_

\_\_\_\_\_

Signed under the seal of the )  
HAWKES BAY REGIONAL COUNCIL )  
In the presence of )

\_\_\_\_\_

\_\_\_\_\_

THE COMMON SEAL of the )  
NAPIER CITY COUNCIL )  
Was affixed in the presence of )

\_\_\_\_\_

\_\_\_\_\_

THE COMMON SEAL of the )  
WAIROA DISTRICT COUNCIL )  
Was affixed in the presence of )

\_\_\_\_\_

\_\_\_\_\_

Item 6

Attachment 1





## **HB CDEM GROUP JOINT COMMITTEE**

**Monday 23 March 2020**

### **Subject: HAWKE'S BAY DISASTER RELIEF TRUST DEED**

#### **Reason for Report**

1. This item seeks the final approval of the Joint Committee for the proposed Hawke's Bay Disaster Relief Trust Deed.

#### **Background**

2. The Deed was signed off at the last meeting of the 2016-19 triennium. This was after the five councils had completed consultation as part of their long term plan processes and passed resolutions approving the formation of the trust.
3. Unfortunately, the final legal review discovered there had been changes to trust and charities legislation since the deed had been originally drafted. This required some changes to the document to ensure it complies with the legislation.
4. The changes have not substantially changed the intent or the governance arrangements of the trust and hence the original resolutions of the councils. The attached document tracks the significant changes made. Lauren Hibberd from Sainsbury Logan & Williams will be available at the meeting to answer any questions.
5. The original trust deed did not form part of the consultation undertaken by the councils.

#### **Officers' Recommendation**

6. Given the Committee has already agreed to the Trust Deed previously, the only recommendation made is that the deed be approved for registration and an application be made to the Charities Commission for the Trust to be considered a charitable trust.

#### **Options Assessment**

7. The only other option to the Committee is to reject the trust deed in its entirety.
8. Given the intent of the Trust, the consultation already undertaken, and the work completed this is not recommended.

#### **Strategic Fit**

9. The establishment of the Trust is a specific objective in the Group Plan.

#### **Financial and Resource Implications**

10. There are no significant financial or resource issues as a result of the decisions recommended in this item. The Trust operating costs will be minor, especially if it is exempted under the Council Controlled Organisations provisions of the Local Government Act 2002. All associated costs will be covered within existing Group budgets.

#### **Decision Making Process**

11. The Committee is required to make every decision in accordance with the requirements of the Local Government Act 2002 (the Act). Staff have assessed the requirements in relation to this item and have concluded:

- 11.1. The decision does not significantly alter the service provision or affect a strategic asset.
- 11.2. The use of the special consultative procedure is not prescribed by legislation. The Committee should note that individual councils have already consulted on the trust and this is largely an implementation decision.
- 11.3. The decision does not fall within the definition of the Adminstrating Authority's policy on significance.
- 11.4. There are no persons directly affected by the decisions recommended.
- 11.5. The decision is not inconsistent with an existing policy or plan.
- 11.6. Given the nature and significance of the issue to be considered and decided, and also the persons likely to be affected by, or have an interest in the decisions made, the Committee can exercise its discretion and make a decision without consulting directly with the community or others having an interest in the decision.

### **Recommendations**

The Hawke's Bay Civil Defence Emergency Management Group Joint Committee:

1. Agrees that the decisions to be made are not significant under the criteria contained in the Hawke's Bay Regional Council's adopted Significance and Engagement Policy, and that the Joint Committee can exercise its discretion and make decisions on this issue without conferring directly with the community or persons likely to have an interest in the decision.
2. Adopts the proposed Trust Deed for the Hawke's Bay Disaster Relief Trust as attached.

**Authored & Approved by:**

**Ian Macdonald**  
**GROUP MANAGER/CONTROLLER**

### **Attachment/s**

[1](#) Hawke's Bay Disaster Relief Trust Deed

**TRUST DEED CREATING THE  
HAWKE'S BAY DISASTER RELIEF TRUST**

DRAFT

[LJH-003502-248-14-V4:LJH](#)

[LJH-003502-248-14-V2:LJH](#)

**THIS DEED** dated the                      day of                      2020.

**PARTIES** Those persons described in the Schedule of Initial Local Authority Trustees forming part of this document who are for the purposes of this document the initial Trustees ("the Trustees").

**RECITALS:**

- A The local authorities of Wairoa District Council, Hastings District Council, Napier City Council, Central Hawke's Bay District Council and Hawke's Bay Regional Council ("the Local Authorities") wish to establish a fund ("the Fund") for the primary purpose of providing financial and any other relief or assistance to meet meeting the welfare and other needs of people who have suffered any injury, damage or loss following a disaster that qualifies as an "emergency" under the Civil Defence Emergency Management Act 2002 (or any later replacement thereof), whether natural or otherwise, within the boundaries of a significant natural or man-made disaster in the Hawke's Bay Region or elsewhere in New Zealand.
- B The Local Authorities and the Trustees wish to establish a Charitable Trust ("the Trust") to hold, promote and manage, for the above primary purpose, the Fund comprising such money, property and investments which may have been acquired by the Local Authorities for this purpose at the date this Deed is signed, together with any further money, property and investments which may from time to time be acquired by the Trustees, or donated to the Fund, for the purposes of the Trust.
- C The parties have agreed to enter into this Deed to specify the purposes of the Trust and to provide for the management of the Fund.

**THIS DEED NOW RECORDS AS FOLLOWS:**

**1. Name**

- 1.1. The name of the Trust shall be the Hawke's Bay Disaster Relief Trust.

**2. Registered Office**

- 2.1. The registered office of the Trust shall be at the offices of Hawke's Bay Regional Council, 159 Dalton Street, Napier, or at such other place that the Board of Trustees may decide.

**3. Purposes**

LJH-003502-248-14-V4-LJH

LJH-003502-248-14-V2-LJH

### 3.1. The purposes of the Trust are as follows:

3.1.1 To provide financial and any other relief or assistance to meet the welfare and other needs of people who have suffered any injury, damage or loss as the result of any happening following the occurrence of a disaster that qualifies as an "emergency" under the Civil Defence Emergency Management Act 2002 (or any later replacement thereof), whether natural or otherwise, within the legal boundaries of the Wairoa, Hastings, and Central Hawke's Bay District Councils and Napier City Council. For the avoidance of doubt "those in need" is to be construed as widely as possible and includes (including individuals, communities, businesses, non-government organizations, the Local Authorities and other legal persons approved by the Trustees ) who have suffered any damage or loss as the result of any happening that qualifies as an "emergency" under the Civil Defence Emergency Management Act 2002 (or any later replacement thereof), whether natural or otherwise, within the boundaries of the Wairoa, Hastings, and Central Hawke's Bay District Councils and Napier City Council (a "Triggering Event").

3.1.2 To seek public donations and to raise funds.

## 4. Limitations

4.1. In carrying out the above purposes, the following limitations shall apply:

4.1.1. All financial and other relief or assistance shall be paid, given or granted to organisations or individuals for the purposes set out in Clause 3 of this Deed. For the purposes of this paragraph organisations shall include the Local Authorities and any other local authority or organisation which may be approved for this purpose by the Trustees.

4.1.2. All donations and other funds received in relation to a particular Triggering Event will be applied to provide financial and any other relief or assistance in relation to that Triggering Event to the extent that this is reasonably possible or practicable, however the Trustees shall be entitled to retain what the Trustees consider as an adequate administration fund (plus any surplus of donations) for the Trust and in all circumstances shall ensure that the Fund is not reduced below a level of \$100.00.

## 5. Structure of the Trust

5.1. The Trust shall be administered by the Board of Trustees ("the Board").

## 6. Members of the Board

### 6.1. Number of Trustees

[LJH-003S02-248-14-V4-LJH](#)

[LJH-003S02-248-14-V2-LJH](#)



6.1.1. The Board shall consist of not less than five (5) and not more than seven (7) Trustees.

## 6.2. Membership of the Board

6.2.1. The Board, at the date of this Deed, comprises the Trustees described in the Schedule of Trustees.

6.2.2. The Trustees shall comprise the Mayors of Wairoa District Council, Hastings District Council, Napier City Council, Central Hawke's Bay District Council and the Chairperson of the Hawke's Bay Regional Council (or another person put forward by any of those people their respective Local Authority to be a trustee in their place pursuant to clause 7.1.1). There may, in the discretion of the Trustees, be up to two independent Trustees who are not representatives of any Local Authority and who, if appointed, may be appointed by the other trustees at any meeting of the Board of Trustees ("Independent Trustees").

6.2.3. In order to facilitate the practical operation of the Trust to cover periods of absence or inability to attend to the business of the Trust, the Trustees shall be entitled to appoint alternates by formal delegation from their constituent Council and such delegate may exercise the rights and powers of that Trustee whom they represent. Such power of delegation shall be in addition to the powers set out in clause 10 of this Deed.

## 6.3. Term of Office

6.3.1. Each Trustee (excluding any Independent Trustees) shall remain in office until such time as he or she resigns or otherwise ceases to hold their office listed in clause 6.2.2, or the person who put them forward as an alternate under clause 6.2.3, or made the request for appointment under clause 7.1.1, replacement ceases to hold their office listed in clause 6.2.2. The effective date of appointment or resignation (respectively) shall be the date at which the relevant Mayor or Chairperson formally holds or ceases to hold their office. Should any of the Trustees (excluding Independent Trustees) no longer hold the office of Mayor or Chairperson (as the case may be) of Mayors of Wairoa District Council, Hastings District Council, Napier City Council, Central Hawke's Bay District Council and the Chairperson of the Hawke's Bay Regional Council as the case may be the relevant Local Authority, then that Trustee shall resign immediately and be replaced by the person who is the ir successor to thate office of Mayor of that Council or Chairperson of the Hawke's Bay Regional Council.

## 7. Vacancies

### 7.1. Filling of vacancies

LJH-003502-248-14-V4:LJH

LJH-003502-248-14-V2:LJH



7.1.1. On any ~~request by~~ vacancy of a Trustee ~~that is a Mayor or Chairperson,~~ the ~~Local Authority~~ who appointed ~~that~~ Trustee ~~who has vacated office~~ shall have the option to appoint another person to fill that vacancy by notice in writing to the Board.

~~7.1.2. The Mayor of a local authority making an appointment may make the appointment on behalf of their respective local authority.~~

~~7.1.3.~~ 7.1.2. Should an Independent Trustee vacate office the remaining Trustees may make an appointment at the following meeting of the Board of Trustees.

## 7.2. Resignation of Independent Trustees

7.2.1. Any Independent Trustee may resign from the Board by giving written notice to the Board and the resignation shall take effect as from the date stipulated in that notice, otherwise to take effect as from the date of that notice being served on the Board at its registered office, which ever date is the later.

## 7.3. Absence without leave

7.3.1. Any independent Trustee who fails to attend three consecutive meetings of the Board without the leave of the other Trustees shall be deemed to have vacated his or her position on the Board.

## 7.4. Removal of Trustees from office

7.4.1. Any independent Trustee may be removed from the Board if a majority of the Trustees so decide.

## 8. Proceedings of the Board

### 8.1. Ordinary Meetings

8.1.1. The Board shall hold ordinary meetings at such times and places as it determines. At least seven days' notice of any ordinary meeting shall be given to the Trustees, and the notice shall indicate the general nature of the business to be considered at that meeting.

### 8.2. Special Meetings

8.2.1. A special meeting may also be called by the Secretary upon requisition of the Chairperson or not less than three Trustees.

8.2.2. 24 hours notice of such meeting shall be given to the Trustees, and the notice shall indicate the general nature of business to be considered at that meeting.

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### 8.3. Annual General Meeting

8.3.1. The Board shall hold an Annual General Meeting which meeting may be combined with an Ordinary Meeting at which shall be approved:

8.3.1.1. the audited annual accounts of the Trust.

8.3.1.2. a report from the Chairperson or nominee of that Chairperson dealing with the affairs of the Board for the previous year.

8.3.1.3. the appointment of a Chairperson for the forthcoming year, in accordance with Rule 8.7.

8.3.2. The Annual General Meeting shall be held prior to 30 September in each year. At least seven days' notice of an Annual General Meeting shall be given to the Trustees.

### 8.4. Notice of Meetings

8.4.1. Each notice shall specify the place, the day and the hour of the meeting.

8.4.2. Notice shall be deemed to have been given to any Trustee if it has been posted or emailed to the last known address of the Trustee and shall then be deemed to have been received the day after the notice is posted or emailed.

8.4.3. The accidental omission to give notice to any Trustee or the non-receipt by any Trustee of a notice shall not invalidate the meeting to be held.

### 8.5. Officers

8.5.1. The Chief Executive of Hawke's Bay Regional Council or their nominee shall be the Secretary.

### 8.6. Quorum

8.6.1. At any meeting of the Board there shall be a quorum if there is a majority of the Trustees present (excluding any vacancies) and no business shall be transacted unless a quorum is present.

8.6.2. If a meeting is short of a quorum at its commencement, or falls short of a quorum, and if no quorum is present within 15 minutes, the meeting shall lapse.

### 8.7. Chairperson

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8.7.1. At the Annual General Meeting the Board shall in accordance with rule 8.3.1 appoint one of the Trustees as Chairperson.

8.7.2. The Chairperson shall preside at all meetings of the Board at which he or she is present.

8.7.3. In the absence of the Chairperson from any meeting the members present shall appoint one of their number to preside at that meeting.

#### 8.8. Voting

8.8.1. All questions before the Board shall be decided by consensus if possible.

8.8.2. Where a consensus decision is unable to be reached on a matter it shall unless otherwise specified in this document be put as a motion to be decided by a majority of votes.

8.8.3. Each Trustee present, including the Chairperson, shall have one vote.

8.8.4. If the voting is tied the Chairperson shall have a second or casting vote.

#### 8.9. Minutes

8.9.1. The Secretary shall keep minutes of all Board meetings which shall be available for inspection by Trustees at a reasonable time.

8.9.2. A copy of all minutes of all Board meetings shall be furnished to each Local Authority if requested.

#### 8.10. Attendance

8.10.1. The Trustees are deemed to be personally present at a meeting if Trustees constituting a quorum are all linked by means of instantaneous communication devices through which they can simultaneously hear each other throughout the meeting provided that:

8.10.1.1. each Trustee eligible to attend the meeting is given notice that it will be held by such method;

8.10.1.2. at the commencement of the meeting each participant must acknowledge his or her presence to all the others taking part;

8.10.1.3. a participant may not leave the meeting by disconnecting his or her communication device without having previously obtained the express consent of the Chairperson of the meeting and will otherwise be deemed to have been present and to have formed part of the quorum at all times during the meeting; and

8.10.1.4. minutes of meetings by instantaneous communication devices are sufficient evidence of the proceedings and of the observance of all necessary formalities if certified correct by the Chairperson.

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8.11. **Resolution in lieu of meeting**

8.11.1. A resolution in writing approved by the requisite majority of Trustees shall be valid as if it had been passed at a meeting of the Board duly called and held provided that the proposed resolution must have been notified to all the Trustees by post, facsimile or electronic mail prior to its being approved. Any such resolution may consist of several documents in like form each signed by one or more members.

9. **Powers**

9.1. In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes for which it has been constituted under clause 3 are as follows:

9.1.1. to control, administer, and manage the property, funds and affairs of the Trust;

9.1.2. to use the funds of the Trust to provide financial and any other relief or assistance to meet the welfare and other needs of people following a [significant natural or man-made disaster in the Hawke's Bay Region Triggering Event](#);

9.1.3. to use the funds of the Trust as the Board thinks necessary or proper in payment of the costs and expenses of the Board, including the employment or engagement of professional advisors, agents, officers and staff as appears necessary or expedient;

9.1.4. subject to Rule 4.1.2 above, to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit;

9.1.5. to do all things as may from time to time appear desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust and to comply with the provisions of the Charitable Trusts Act 1957;

9.1.6. to open and operate such bank accounts as may be necessary for running the affairs of the Trust;

9.1.7. to enter into all negotiations, contracts and agreements in the name and on behalf of the Trust as the Trust Board thinks expedient for its purposes provided that such negotiations, contracts and agreements are not in conflict with the Trust's purposes;

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9.1.8. to receive and give receipts and execute discharges for any gifts, legacies, bequests or other monies and to execute any trusts created for any of the purposes of the Trust or for furthering any such purposes;

9.1.9. to generally have the rights, powers and privileges of a natural person in the administration of the Trust; and

9.1.10. to receive, manage, distribute and/or sell material goods donated as a result of any public appeal. Where material goods are not distributed within a reasonable time frame (as determined by the Trustees) then they may be sold by any process deemed appropriate by the Trustees and the sale proceeds shall be available for the purposes of the Trust.

9.1.9.2. Nothing express or implied in this Deed shall permit the activities of the Trust or any business carried on by or on behalf of or for the benefit of the Trust to be carried on for the private pecuniary profit of any individual.

## 10. Power to Delegate

### 10.1. Delegation

10.1.1. The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

### 10.2. Delegate bound

10.2.1. Any committee or person to whom the Board has delegated powers or duties shall be bound by the terms of this Trust.

### 10.3. Delegation revocable

10.3.1. Every such delegation shall be revocable at will by the Board, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

### 10.4. Delegate need not be Board member

10.4.1. It shall not be necessary for any person who is appointed to be a member of any such committee, or to whom any such delegation is made, to be a trustee.

## 11. Employment

Under rule 9.1.3 the Board may not employ Trustees or any of them.

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**12. Income, Benefit or Advantage to be Applied to Charitable Purposes****12.1. Application**

12.1.1. Any income, benefit or advantage shall be applied for the charitable purposes of the Trust.

**12.2. Influence**

12.2.1. No Trustee or person or related entity associated with a Trustee shall derive any income, benefit or advantage from the Trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:

12.2.1.1. services to the Trust rendered in the course of business charged at no greater rate than current market rates; or

12.2.1.2. interest on money lent at no greater rate than current market rates.

**13. Accounts****13.1. True and Fair Accounts**

13.1.1. The Board shall keep true and fair accounts of all monies received and expended for each financial year with the balance date of 30 June in each year.

**13.2. Audit**

13.2.1. The Audited Accounts shall be available at the Annual General Meeting of the Trust and shall be presented to the Local Authorities by 30 September in each year.

**13.3. Control of Funds**

13.3.1. All monies received by the Trust shall be paid to the bank account of the Trust.

13.3.2. All cheques or payments to be drawn upon the bank account of the Trust shall be signed by at least two cheque signatories approved by the Trustees for that purpose.

**13.4. Money received and identified for expenditure in a specific district (Napier, Hastings, Wairoa and Central Hawke's Bay)**

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13.4.1. Monies received by the Trust that are specifically identified as being for one specific district shall be considered separately by the Mayor of that district as well as the independent trustee/s (if any), and this money will be distributed in terms of the criteria agreed by those Trustees subject to complying with the purpose set out in clause 3.

13.4.2. Monies received by the Trust that are specifically identified as being for the region shall be considered separately by the Chairperson of the Hawke's Bay Regional Council as well as the independent trustee/s (if any), and this money will be distributed in terms of the criteria agreed by those Trustees subject to complying with the purpose set out in clause 3.

#### 14. No Responsibility for Loss

14.1. No Trustee shall be responsible for any loss to the Trust unless the same is attributable to his or her or their own dishonesty or to the wilful commission or omission by him or her or them of any acts known to be a breach of trust.

#### 15. Execution of Documents

15.1. The Trust may, but need not, have a Common Seal.

15.2. If the Trustees resolve to have a Common Seal it shall be kept in the custody of the Secretary, or such other officer as shall be appointed by the Board and shall be used only as directed by the Board.

15.3. Documents may be executed by any two Trustees or the Secretary and one Trustee with the prior approval of the Board. In each case the signatures of those executing the documents shall be witnessed.

#### 16. Alteration to the Rules

16.1.1. The Board may, with the prior approval of at least four of the five Local Authorities, add to, amend or change any of these Rules at a Special Meeting.

16.1.2. Any amendment or change to the Rules shall require a resolution to be passed by least four of the five Trustees appointed by Local Authorities.

16.1.3. No addition to or alteration or rescission of these Rules shall be approved if it affects the Charitable purposes (Recitals and Clause 3), the Influence Rule (Clause 12.2), this Clause (16.2), or the winding up Clause (18) of this document without the prior consent of the Local Authorities and Inland Revenue which will need to be satisfied as to the maintenance of the charitable status of the Trust.

#### 17. Incorporation

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- 17.1. The Trust shall have the right to apply for incorporation under the provisions of the Charitable Trusts Act 1957 under the name **Hawke's Bay Disaster Relief Trust** ~~Incorporated Board~~, or such other name as shall be approved by the Register of ~~Incorporated Societies~~ Charitable Trusts and the Trustees.

#### 18. Winding Up

- 18.1. The Trust may be wound up if a resolution to wind up the Trust or to dissolve it has been passed by three-quarters rounded up to the nearest whole number of the total number of Trustees, and such winding up or dissolution is approved in writing by at least four of the five Local Authorities.
- 18.2. In the event of the Trust being wound up the surplus assets and funds after payment of the Trust's liabilities including expenses of winding up ~~shall not be paid or distributed among the Trustees but~~ shall be paid and transferred to such Local Authorities within New Zealand approved charitable entity or entities for the furtherance of disaster recovery purposes carrying out the same or similar charitable purposes as this Trust as the Trustees shall determine at the meeting when the resolution for winding up is duly confirmed.
- 18.3. In the event no such resolution as to the application of funds to any charitable purpose is passed by a majority of the Trustees then the surplus funds of the Trust shall be held for such other comparable charitable purpose as a Judge of the High Court of New Zealand on application of the Trustees shall determine.

#### 19. Acceptance

- 19.1. The Trustees accept the above terms and conditions on the basis that all future Trustees will also be so bound.

#### 20. Trust not to be a Council-Controlled Organisation

- 20.1. The Trust has been exempted by the Local Authorities from the requirements relating to council controlled organisations pursuant to section 7(3) of the Local Government Act 2002.

~~19.1-20.2.~~ The exemption granted by the Local Authorities must be reviewed in accordance with the Local Government Act 2002 within three years of it being granted, and thereafter at intervals of not less than three years. This exemption may be revoked at any time by the Local Authorities or by any of them.

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## Schedule of Initial Local Authority Trustees

Name	Address	Local Authority appointer
<u>Kirsten Wise</u>	<u>Dunvegan House</u> <u>215 Hastings Street</u> <u>Napier 4110</u>	Mayor Napier City
<u>Alexandria Walker</u>	<u>28/32 Ruataniwha Street,</u> <u>Waipawa 4210</u>	Mayor Central Hawke's Bay
<u>Sandra Hazelhurst</u>	<u>207 Lyndon Road East,</u> <u>Hastings 4122</u>	Mayor Hastings District
<u>Craig Little</u>	<u>97 Queen Street,</u> <u>Wairoa 4108</u>	Mayor Wairoa District
<u>Rex Graham</u>	<u>159 Dalton St</u> <u>Napier 4110</u>	Chairperson Hawke's Bay Regional

Signed by \_\_\_\_\_ )  
as Trustee in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

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

Signed by \_\_\_\_\_ )  
as Trustee in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

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

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Attachment 1

Item 7

Signed by \_\_\_\_\_ )  
as Trustee in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

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

Signed by \_\_\_\_\_ )  
as Trustee in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

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

Signed by \_\_\_\_\_ )  
as Trustee in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

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

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## HB CDEM GROUP JOINT COMMITTEE

Monday 23 March 2020

### Subject: GROUP MANAGER'S UPDATE

#### Reason for Report

1. The purpose of this report is to inform and update the Joint Committee on matters not specifically addressed in other items on this agenda and to give the Committee an opportunity to ask questions and give feedback if desired.

#### Background

2. The matters covered in this report include:
  - 2.1. COVID-19 response
  - 2.2. Drought response
  - 2.3. Tangoio and Central Hawke's Bay fires response
  - 2.4. Central Hawke's Bay District Council water main outage response
  - 2.5. Work programme update
  - 2.6. Financials update.

#### Discussion

##### *COVID-19 response*

3. The Group response to the COVID-19 pandemic commenced on 24 January 2020 when the first national situation report was received from the National Emergency Management Agency.
4. The lead agency for a pandemic response is the Ministry of Health and at a regional level the Hawke's Bay District Health Board (DHB). The DHB has a pandemic response plan and the Hawke's Bay CDEM Group role is to support this response particularly in the welfare area.
5. From a Hawke's Bay CDEM perspective, the biggest impacts of a sustained outbreak are:
  - 5.1. Welfare needs from people who are in isolation
  - 5.2. Impacts on the ability of councils and partner agencies to sustain their essential services.
6. A brief outline of the actions taken so far is as follows.
  - 6.1. Distribution of regular situation reports to Group governance and management structure.
  - 6.2. Input into national planning processes including the deployment of a staff member to the National Health Coordination Centre to support the welfare planning process.
  - 6.3. Supporting DHB public communications.
  - 6.4. Attending DHB incident management team meetings.

- 6.5. Activated the Group Emergency Coordination Centre to a Monitoring level of activation.
- 6.6. Developed combined Group Drought/COVIDS-19 initial action plan with a COVID-19 contingency plan.
- 6.7. Command and Control; Taskings Workshop with the DHB incident controller.
- 6.8. Commenced more detailed planning of welfare response to a local level.
- 6.9. Limited activation of the Group emergency coordination centre.
7. The DHB will give a presentation at the meeting. At the conclusion of the meeting there will be an opportunity to give the Committee an operational briefing and seek input.

#### *Drought response*

8. The welfare response to the COVID-19 and current drought are being managed concurrently. The lead agency for the drought impacting on the rural environment is the Ministry of Primary Industries (MPI).
9. The Hawke's Bay Regional Council has convened a Drought Committee with local authority and rural sector members. On 10 March this committee requested the Minister of Agriculture declare a medium scale event for Hawke's Bay. On 12 March the Minister declared a large-scale event covering the whole North Island and the top of the South Island.
10. This has released funding to the Rural Support Trusts and allows for tax and income relief for impacted farmers.
11. At this stage the response to drought conditions is a community led response which the Group is supporting as required. This is primarily being driven through the rural advisory group (RAG) to which the Group office and MPI provide the secretariat and general support.
12. Central Hawke's Bay District Council has appointed a Drought Incident Controller and the Group office is assisting her as requested.
13. Unless conditions ease in the next few weeks, this event is likely to have long term impacts not only on farming, but the regional economy well into winter/spring later in the year. Combined with the economic impacts of COVID-19, the Group will need to consider commencing planning for the recovery. At this point it is probable too early to start this given the inherent uncertainties of both events. However, this may need to be considered in the next couple of months.

#### *Tangoio and CHB fires response*

14. In January and early February 2020 there were two fires that required the Group to support the Fire and Emergency New Zealand (FENZ) response.
15. The Tangoio fire required the largest and most sustained support with the national incident management team using the Hasting coordination centre for a week to manage the response. Group office and Hasting District Council staff supported the response, particularly in the public information management area. The ability to use the Group Facebook page to quickly put information out and maintain ongoing advice to the public was particularly important.
16. Feedback from the FENZ national incident management team on the new Hastings coordination centre was very positive with the response manager stating the facility was one of the best he had worked in.
17. The fires in early February in the CHB area were also supported by Group office public information manager and the embedded CHBDC supporting Emergency Management Advisor.

#### *CHBDC water main outage response*

18. On 10 January a major outage on the pipe from the reservoir supplying Waipawa threatened to cut-off all water to the township within a few hours.

19. The Group office deployed three staff to the CHBDC emergency operations centre in Waipawa and they were also supported by a number of incident management team trained staff from HBRC. Primarily support was in the PIM and Planning functions with support also given to the CHBDC controller.
20. Luckily the outage was repaired temporality before water supplied ran out.
21. This event demonstrated how a council-led level one response could be activated and then supported by the wider Group through the coordination of the Group office. CHBDC controller was satisfied with the response.

#### *Group Work Programme update*

22. Attached is a summary of progress on the current Group work programme. Most projects are either on track or under review due to changes in the scope or other external factors.
23. The only project currently not on track is the Hikurangi Response Plan. The explanation in the attachment details the issues around this project.
24. Four projects have been identified as being at risk and comments explaining this are contained in the attachment.
25. Since this was updated the Group office has had to start focusing on the drought and COVID 19 response. This will impact the Group work programme into the future.

#### *Financial update*

26. The other attachment to this report, reports the Group office budgets for the first 6 months of the 2019-20 financial year.
27. Although individual projects show under and over expenditure at this stage, this is mostly a phasing issue across the year's budget.
28. Project 711 (Risk Reduction) is currently underspent, however, there is some further expenditure on research in the second half of the year.
29. Project 712 (Readiness and Response) is currently overspent, however, much of the expenditure in this area has been frontloaded into the start of the financial year with the running of Exercise Ruaumoko and purchasing almost \$40 000 worth of equipment and other fittings for the new GECC.
30. Another issue was the receipt of an invoice for the years rent for the GECC after the budgets for 2018-19 had closed. This has resulted in \$30 000 being paid out of this year's budget as well and rent for the first 6 months of this year.
31. Project 713 (Recovery, Governance and Coordination) is also overspent. Most of this over expenditure will be recovered through claims made on approved NEMA Resilience Fund projects.
32. Project 714 (Local Emergency Management) over expenditure is mostly a result of overlapping staff time where between new and outgoing staff. It is expected that this will balance out as the year progresses.
33. Overall the budgets are on track to balance at the end of the financial year in June.

#### **Recommendation**

That the Hawke's Bay CDEM Group Joint Committee receives the "Group Manager's Update" report.

#### **Authored & Approved by:**

**Ian Macdonald**  
**GROUP MANAGER/CONTROLLER**

## Item 8

### Attachment/s

- [↓ 1](#) Project Progress report July -December 2019
- [↓ 2](#) Group Work Programme

PROJECT PROGRESS REPORT			
Year: 2019 [From Period 1 To Period 6] (From 01-Jul-2019 To 31-Dec-2019)			
GROUP: 749 Emergency management total			
PROJECT: 711 Reduction - Hazard Ident. & Mitigation			
+ Activity Detail	Actual	Total Budget	Actual/ Budget
Personnel	23,953	228,111	11%
2835 Rate collection costs	3,033	6,067	50%
Overhead Charges	3,033	6,067	50%
2310 Advertising		6,000	0%
2380 Consultancy costs	6,522	45,942	14%
2385 Contractors	1,185		
2395 Contributions			
2720 Meeting expenses	505		
2725 Miscellaneous expense	13	1,000	1%
2750 Other direct costs		4,000	0%
2780 Printing & publishing		3,500	0%
3050 Travel & accommodation	1,370	1,800	76%
External Costs	9,595	62,242	15%
<b>TOTAL COSTS</b>	<b>36,582</b>	<b>296,420</b>	<b>12%</b>
1040 Targeted rates	(98,121)	(196,243)	50%
1144 Miscellaneous revenue	(2,500)	(100,000)	3%
1305 Interest - projects		(931)	0%
Income	(100,621)	(297,174)	34%
<b>TOTAL EXTERNAL INCOME</b>	<b>(100,621)</b>	<b>(297,174)</b>	<b>34%</b>
<b>NET FUNDING REQUIREMENT</b>	<b>(64,040)</b>	<b>(754)</b>	

Item 8

Attachment 1

Attachment 1

Item 8

PROJECT PROGRESS REPORT			
Year: 2019 [From Period 1 To Period 6] (From 01-Jul-2019 To 31-Dec-2019)			
GROUP: 749 Emergency management total			
PROJECT: 712 Readiness & Response			
+ Activity Detail	Actual	Total Budget	Actual/ Budget
<b>Personnel</b>	<b>232,575</b>	<b>567,306</b>	<b>41%</b>
2835 Rate collection costs	7,349	14,697	50%
5416 Computer services charges	45		
<b>Overhead Charges</b>	<b>7,394</b>	<b>14,697</b>	<b>50%</b>
2180 Training	6,837		
2338 Building maintenance	1,152		
2380 Consultancy costs	680		
2385 Contractors	10,305	1,462	705%
2395 Contributions		10,000	0%
2470 Equipment - small	38,844		
2635 Internet usage charges	4,122		
2715 Materials & consumables	3,903		
2720 Meeting expenses	2,170		
2725 Miscellaneous expense	2,067	1,000	207%
2750 Other direct costs	759	40,000	2%
2780 Printing & publishing	588	1,000	59%
2790 Property administration			
2885 Rental expense	39,583	23,000	172%
2900 Room hire	174		
2940 Software maintenance	8,316		
2975 Stationery	557		
3015 Technical materials		3,500	0%
3020 Telecommunications	22,895	14,000	164%
3045 Training - project related	2,213	4,000	55%
3050 Travel & accommodation	2,711		
<b>External Costs</b>	<b>147,875</b>	<b>97,962</b>	<b>151%</b>
<b>TOTAL COSTS</b>	<b>387,843</b>	<b>679,965</b>	<b>57%</b>
1040 Targeted rates	(338,239)	(676,478)	50%
1210 Local authority grants			
1235 Sundry grants			
1305 Interest - projects		5,050	0%
<b>Income</b>	<b>(338,239)</b>	<b>(671,428)</b>	<b>50%</b>
<b>TOTAL EXTERNAL INCOME</b>	<b>(338,239)</b>	<b>(671,428)</b>	<b>50%</b>
<b>NET FUNDING REQUIREMENT</b>	<b>49,604</b>	<b>8,537</b>	



PROJECT PROGRESS REPORT			
Year: 2019 [From Period 1 To Period 6] (From 01-Jul-2019 To 31-Dec-2019)			
GROUP: 749 Emergency management total			
PROJECT: 713 Recovery, Governance & Coordination			
JOB TYPE: All projects			
JOB: ALL			
+ Activity Detail		Actual	Total Budget Actual/ Budget
Personnel		289,100	502,202 58%
2835	Rate collection costs	4,391	8,782 50%
Overhead Charges		4,391	8,782 50%
2180	Training	2,530	
2310	Advertising	1,851	22,821 8%
2380	Consultancy costs	2,471	20,000 12%
2385	Contractors	28,057	
2395	Contributions		12,000 0%
2396	Contributions - Lifelines	1,680	
2490	Equipment servicing	40	
2560	Graphic design expenses	8,550	
2660	Legal fees & charges		2,000 0%
2720	Meeting expenses	4,705	
2725	Miscellaneous expense	23	2,000 1%
2750	Other direct costs		
2780	Printing & publishing	913	5,000 18%
3020	Telecommunications	66	1,500 4%
3050	Travel & accommodation	4,038	3,600 112%
External Costs		54,926	68,921 80%
TOTAL COSTS		348,417	579,905 60%
1040	Targeted rates	(280,648)	(561,296) 50%
1144	Miscellaneous revenue	(21,739)	(18,500) 118%
1210	Local authority grants		
1305	Interest - projects		(5,520) 0%
1465	Other rentals	124	
Income		(302,263)	(585,316) 52%
TOTAL EXTERNAL INCOME		(302,263)	(585,316) 52%
NET FUNDING REQUIREMENT		46,154	(5,411)





Attachment 1

Item 8




PROJECT PROGRESS REPORT			
Year: 2019 [From Period 1 To Period 6] (From 01-Jul-2019 To 31-Dec-2019)			
GROUP: 749 Emergency management total			
PROJECT: 714 Local Emergency Management			
JOB TYPE: All projects			
JOB: ALL			
+ Activity Detail	Actual	Budget	Actual/ Budget
<b>Personnel</b>	<b>369,251</b>	<b>531,244</b>	<b>70%</b>
2180 Training	(5,754)		
2240 Parts	16		
2310 Advertising	130	51,754	0%
2385 Contractors		4,700	0%
2456 Education costs		8,600	0%
2470 Equipment - small		12,500	0%
2490 Equipment servicing		16,100	0%
2665 Licence fees		1,000	0%
2710 Marketing		11,200	0%
2715 Materials & consumables	1,361	613	222%
2720 Meeting expenses	244		
2725 Miscellaneous expense	13,643	2,050	666%
2780 Printing & publishing	890	10,000	9%
3015 Technical materials	7,447		
3020 Telecommunications	1,001		
3045 Training - project related		47,825	0%
3050 Travel & accommodation	26	2,563	1%
<b>External Costs</b>	<b>19,005</b>	<b>168,905</b>	<b>11%</b>
<b>TOTAL COSTS</b>	<b>388,256</b>	<b>700,149</b>	<b>55%</b>
1040 Targeted rates	(347,260)	(694,520)	50%
1144 Miscellaneous revenue	(596)		
1305 Interest - projects		(2,262)	0%
<b>Income</b>	<b>(347,856)</b>	<b>(696,782)</b>	<b>50%</b>
<b>TOTAL EXTERNAL INCOME</b>	<b>(347,856)</b>	<b>(696,782)</b>	<b>50%</b>
<b>NET FUNDING REQUIREMENT</b>	<b>40,400</b>	<b>3,367</b>	

## Group Work Programme 2018/20: Monitoring and Performance

Item 8

Work Stream Count		Status Key:		Status Count	
5 Risk Reduction		Project Being Reviewed (but not at risk) (1)		3	
5 Community Engagement		Not On Track (achieving outcomes/timeframes at risk) (2)		1	
8 Operational Readiness		At Risk (but outcomes/timeframes can still be achieved) (3)		4	
3 Recovery		On Track (4)		16	
3 Governance & Management					








Ser	Work Stream	Project Name	Pri	Project Description	2019/20 Target (%)	Current Status (%)	Current Actions and Status Commentary	Status
1	Risk Reduction	Hawke's Bay Risk Profile Review	1	Review of hazard impact and risk for Hawke's Bay. Include identification of top hazards.	100%	10%	Trialing new MCDEM methodology for CDEM Group risk assessment. Process agreed Nov 19 and risk review commenced. To be completed by May 2020.	
2	Risk Reduction	Tsunami Risk Reduction Programme	1	An existing programme comprising a wide range of initiatives including education, signage, the "Know Your Zone" project, vertical evacuation guidance and targeted organisation-specific tsunami resilience workshops.	35%	30%	Tsunami preparedness priorities include; evacuation signage with ongoing installations - being installed across region & promoting with NCC; horizontal evacuation & designated evacuation buildings - awaiting national guidance; regular evacuation drills promoted through Tsunami Hikoi week 9-15 March and Shakeout week; as well as ongoing awareness education supported at ECLAB. MCDEM resilience fund project Know your Zone underway for Feb 2020.	
3	Risk Reduction	Hikurangi Response Plan	1	A collaborative East Coast LAB project between five lower North Island CDEM Groups, funded by the MCDEM Resilience Fund. This three-year project will develop an inter-agency initial response plan for a credible and realistic Hikurangi subduction zone earthquake and tsunami scenario.	65%	35%	1st year successfully completed and draft framework published 30 Aug 2019. Initial HRP education videos published, aimed at stakeholders and public, covering risk and preparedness messaging. NEMA has requested change from Framework to Toolbox so the Year 2 work program has been reviewed with partners and submitted to NEMA for approval, but delays mean there is a risk of outcomes not being delivered. In addition Year 3 will no longer be funded, as NEMA what to develop a national EQ framework.	






Attachment 2



## Attachment 2

## Item 8








Ser	Work Stream	Project Name	Pri	Project Description	2019/20 Target (%)	Current Status (%)	Current Actions and Status Commentary	Status
4	Risk Reduction	Local Government Long Term Risk Reduction	1	Develop a long-term strategy to identify and implement long-term region-wide strategies across the various roles and responsibilities of the regional and territorial councils.		5%	Joint Committee considered risk reduction options in May 2019, and agreed to consider a possible new cooperative & coordinated Approach. Further scoping of project continuing. Input also made into NCC initial consultation on review of their City Plan.	
5	Risk Reduction	Hazard Research (Landslide)	2	In conjunction with the National Landslide Database, proposed research will further assess the level of risk to life and property/businesses from rock fall and cliff collapse hazards in a pilot area, to determine risk and future research requirements.	100%	50%	Two projects including regional mapping of earthquake induced landslide probabilities for 500/1000/2500 shaking intensities to be completed 13 September 2019. Also a pilot study on Napier Hill using an earthquake-induced landslide (EIL) hazard model was to be completed by 30 August 2019, but only draft received so far. Both now overdue and waiting for GNS.	
6	Community Engagement	Develop Community Resilience Indicators and Surveys	1	Develop resilience indicators and measurement methodology. Using community participatory approaches and social marketing to engage with communities.	100%	45%	Project partners engaged. Various community groups engaged and ready to participate.	
7	Community Engagement	Rural Coastal Communities' Resilience Plans	1	Complete community resilience plans, mapping and tsunami signage for all rural coastal communities.	100%	90%	Clive nearly complete and Cape Coast nearly completed their review [Over and above current timetable]. Pourere only outstanding and to be completed in the new year.	
8	Community Engagement	Ahuriri Resilience Plan	1	The Ahuriri Resilience Plan will include several workstreams including geographical communities, business, schools, cultural/inter faith communities, elderly & mobility difficulties across Ahuriri (Napier).	30%	25%	Project brief complete. The plan is set to start in July 2019 through to December 2023. NCC engaged in planning and community engagement processes (Hill is the first discussion). Will also look to utilise the suite of resilience indicators as a measurement of achievement.	
9	Community Engagement	Participatory Technology and Science	2	We will collaborate with East Coast LAB to trial three forms of technology – drones, video games and Lego modelling – to see whether they increase participation in the community resilience planning process.		100%	Completed.	
10	Community Engagement	Review and Maintain the Public Education Programme	2	Review the wide variety of public engagement and education work currently undertaken. This includes programmes such as:	40%	30%	Currently looking at complete education programme we offer. Planning for implementation of digital strategy - include website for 20/21	

Ser	Work Stream	Project Name	Pri	Project Description	2019/20 Target (%)	Current Status (%)	Current Actions and Status Commentary	Status
11	Operational Readiness	Rapid Relief Projects	1	These projects will scope out the issues and likely need for guidance on rapid relief planning in New Zealand. The second part of this project will take this guidance to provide rapid relief planning into the Hikurangi Response Plan.		100%	Letter drafted to seek update from NEMA around their response to this project and intent to build capability.	
12	Operational Readiness	Implementation of Volunteer Strategy	2	Work to implement the Hawke's Bay Volunteer Strategy including the Volunteer Management Plan, team SOPs and policies.	100%	70%	EMA Volunteer Manager position reviewed in light of staff resignation. Management functions now being completed by TL Op Readiness. Working on empowering the volunteer team leaders, organising training programme for the year with focus on core skills, GBR, and Flood / storm response. Teams still require robust H&S framework and SOPs to deploy. Review of strategy now on 20/21 work programme.	
13	Operational Readiness	Group Emergency Coordination Centre (GECC) Redevelopment	1	This project is to rebuild the existing GECC to new earthquake standards and use the opportunity to reorganise the facility's internal layout and fit-out with up-to-date technology. The Group office will reoccupy the building, confirm technology and develop procedures once complete.		100%	Project completed and facility tested during exercise Ruaumoko	
14	Operational Readiness	Response Management Systems Review and Development	1	This work stream includes several interrelated projects that will review and implement changes to our response support systems. These include (but not exclusively): regional warning systems, mass public alerting systems, incident management team activation systems, response management systems.	75%	60%	Response Sharepoint site developed and tested as part of Exercise Ruaumoko. Arc GIS capability currently in development and trained. Whispir implemented and used for activation and warnings. Next steps are BAU and Response Office 365 design / business case, build and design work, and embed through operational processes	
15	Operational Readiness	Incident Management Teams Capability Development	1	The review and establishment of a programme that provides for the personnel capability that supports our response needs. This includes a training needs assessment, course development, training and exercising.	75%	60%	Currently recruiting for EMA people capability. Delivery of ITF packages on hold (except for WDC) until NEMA updates to align with CIMS 3rd edition, originally expected end of February. CIMS training unit standards changing and being developed at national level also. In house training provided by GECC staff second half of 2020. Workforce planning being conducted by NSS.	



## Attachment 2

## Item 8

Ser	Work Stream	Project Name	Pri	Project Description	2019/20 Target (%)	Current Status (%)	Current Actions and Status Commentary	Status
16	Operational Readiness	Operational Plans and Processes	1	This comprises several projects including: finalising the Group Response Framework, Continuing to develop a Group Initial Response Plan with hazard-specific sub-plans, Develop and review Group and local SOPs	60%	50%	The HB CDEM Group Initial Response Plan and Response Framework have both been completed and are being implemented and socialised through exercising and response. The HB CDEM Group Planning Framework has been completed to be implemented in early 2020. Supporting hazard specific information is being developed to support plans with tsunami now prioritised as a result of the Hikurangi Framework project.	
17	Operational Readiness	Civil Defence Centres (CDCs)	2	This project will develop a strategic approach to the identification, use and public messaging for CDCs.	80%	60%	Draft guideline consulted on. CEG paper to update project and seek approval for approach.	
18	Operational Readiness	Welfare Small Events Exercise and Guidance Development	2	Exercise a small event scenario with the Welfare Coordination Group and Rural Liaison to practice their procedures and understand the unique implications of small-scale response. Where appropriate we will develop plans for small event welfare delivery.		100%	Completed and evaluated report completed. Informed 'impact of scale' section in response framework document. Agencies have actions to follow up.	
19	Recovery	Hawke's Bay Recovery Tool Box	1	Confirm roles and responsibilities; and develop structured tools for recovery in Hawke's Bay.		40%	Development of Toolbox in progress. Recovery Group (Group Recovery Manager, Alternates, and Local Recovery Managers) have discussed Toolbox content. MCDEM have increased their Recovery resource and are developing toolbox also. Project awaiting better understanding of MCDEM work programme and review of likely local issues.	
20	Recovery	Building Hawke's Bay's Recovery Capacity	1	Develop task groups (environmental, economic, built and social) and individual TLA capability.		30%	Focus over 2019 has been on increasing TLA capacity and capability. Meetings held with Recovery personnel in each TLA. Improving community resilience through District/city plans needs further effort and time. Task groups for Environmental and Economic environments not established.	
21	Recovery	Review Hawke's Bay's Recovery Strategy	2	The existing Hawke's Bay Recovery Strategy was completed in 2014 and is due for review in 2019.	20%	0%	Not programmed to commence until 2019/20. Further delayed due to delays in Group Plan Review.	
22	Governance & Management	Capability Assessment Review	1	Undertake a self-initiated Capability Assessment Review for the Hawke's Bay Group, using the MCDEM assessment tools.		100%	Completed July 2019 and reported to 24 Jun 2019 CEG and 26 Aug 19 JC meetings.	



Ser	Work Stream	Project Name	Pri	Project Description	2019/20 Target (%)	Current Status (%)	Current Actions and Status Commentary	Status
23	Governance & Management	Review of Group Plan	1	Five-yearly review of the Hawke's Bay CDEM Group Plan, our CDEM strategy for Hawke's Bay.	30%	10%	11 Nov 2019 JC meeting agreed with outline timings, process and work tasks. Capability Assessment Report completed. Risk Profile review commenced and due for completion by May. JC has identified areas of focus. Some sequencing issues with new MCDEM Risk Analysis Guidelines and EM Reforms being progressed by DPMC - these are now not planned until late 2020. Revised project will be included in 20/21 work programme.	●
24	Governance & Management	Review of Service Level Agreement with Councils	2	Review and agreement of the CDEM roles and responsibilities between the CDEM Group and individual council members.		10%	Commenced with interviews with lead controller on role of embeded EMOs. Work has been completed in refining and stahdarising this role. Work programmed for early this year - aiming for MayCEG meeting.	●





## HB CDEM GROUP JOINT COMMITTEE

Monday 23 March 2020

### SUBJECT: DISCUSSION OF MINOR ITEMS NOT ON THE AGENDA

#### Introduction

1. This document has been prepared to assist the CDEM Group Joint Committee members to note any Minor Items to be discussed, as determined earlier in the Agenda.

Topic	Raised by