



Westport Rating District Joint Committee Agreement

February 2022

DOCUMENT CONTROL

Reason for Submission	Revision Number	Revision Date	Approved By
New Document	1	1 July, 2021	West Coast Regional Council Buller District Council
Version 1 - draft	2	September 1, 2021	Initial review by West Coast Regional Council and Buller District Council
Version 2 - draft	3	September 22 2021	Final review by West Coast Regional Council and Buller District Council
Final		September 29 2021	Endorsed by Buller District Council

This Deed is made this 10th day of February 2022

PARTIES

THE BULLER DISTRICT COUNCIL (“BDC”)

THE WEST COAST REGIONAL COUNCIL (“WCRC”)

TE RŪNANGA O NGĀTI WAEWAE (“NGĀTI WAEWAE”)

NEW ZEALAND TRANSPORT AGENCY (“WAKA KOTAHĪ”)

BACKGROUND

- A. The BDC 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 Westport flood protection structure built as a result of this agreement will be owned by the WCRC. The land the floodwalls are on is under various ownership; and
- F. Both Councils wish to record their agreement to jointly manage the maintenance of the Westport Floodwalls, via a Joint Committee of the two Councils, Te Rūnanga O Ngāti Waewae, Waka Kotahi and community members.
- G. A map of the Westport Rating District area is attached as Appendix I to this Agreement.

STRUCTURE AND ROLE OF COMMITTEE

- A. The Joint Committee shall be formed initially, with its membership reappointed at or after the first meeting of WCRC and BDC following each triennial general election.
- B. WCRC shall appoint three elected Councillors to the Joint Committee, being two Councillors from the Buller constituency and the Chair of WCRC. If the Chair of WCRC is from the Buller constituency, then the third Councillor will be appointed from another constituency.
- C. BDC shall appoint the Mayor for Buller, plus two elected Councillors, to the Joint Committee.
- D. Te Rūnanga O Ngāti Waewae shall be represented on the Joint Committee by the Chair of Te

Rūnanga O Ngāti Waewae or a representative delegated by the Chair.

- E. Waka Kotahi will appoint a member to the Joint Committee.
- F. Two community members will be appointed to the Joint Committee by the WCRC and BDC, following a call for nominations. The initial community members shall be from the Westport 2100 group. New community members will be appointed as vacancies arise and the term of the appointments will match the local government constituents' appointments. The nomination process shall be administered by the WCRC, in consultation with BDC.
- G. The Committee shall not have any funding or rate setting authority.
- H. WCRC as the Rating Body for the Westport Rating District is the final decision maker on the annual work plan and setting the appropriate rate to fund the agreed works.
- I. 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.
- J. Where Committee recommendations relate to the functions of the BDC, BDC shall consider and make decisions on any recommendations accordingly.
- K. A quorum of the Committee shall be not less than five members, and must include one or more members from each of the two Councils (one or more from WCRC and one or more from BDC).
- L. Minutes of all Joint Committee meetings shall be provided to the next meeting of the respective Councils.
- M. Meetings shall be held annually or as otherwise agreed by the Joint Committee.

DEED/AGREEMENT

1. An Independent Chair shall be appointed by agreement between BDC and WCRC immediately following the triennial election, for a period of three years. The Chair must have relevant expertise, technical knowledge, or experience, and an ability to lead the work of the Committee in a collaborative and consensus-seeking manner. The appointment process shall be administered by the WCRC, in consultation with BDC.
2. WCRC shall act as secretariat.
3. 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.

4. 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.
5. 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.
6. Without limiting the ability of the Joint Committee to recommend the most appropriate arrangements for works and funding, in relation to the Westport floodwalls the BDC shall be responsible for all works and funding relating to:
 - 6.1 Amenity management, including grass mowing, gardening, beautification, and public access management; and
 - 6.2 Stormwater management, including any pump station operation and maintenance and floodgates on drainpipes and their operation and maintenance.
7. Without limiting the ability of the Joint Committee to recommend the most appropriate arrangements for works and funding, in relation to the Westport floodwalls the WCRC shall be responsible for all works and funding relating to:
 - 7.1 The maintenance and repair of the structural integrity of the floodwalls;
 - 7.2 The provision of flood warning advice to BDC for the Buller River; and
 - 7.3 Ownership of the floodwalls, including ownership of all infrastructural assets comprised by the floodwalls and their associated structures.
8. The WCRC has constituted a "Westport Rating District" and reserves the right to raise such funds as it may need to carry out its functions under clause 7 above from this source.
9. The BDC will fund the performance of its functions under clause 6 above from such sources that are available that it may determine.

SIGNATURES

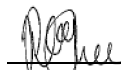
SIGNED by

THE BULLER DISTRICT COUNCIL



by its authorised signatory

In the presence of:



Witness signature

Kirstin McKee

Witness name

Executive Assistant

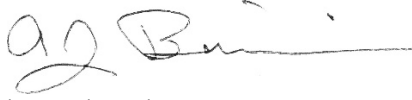
Witness Occupation

Westport

Witness Town of Residence

SIGNED by

THE WEST COAST REGIONAL COUNCIL



by its authorised signatory

In the presence of:



Witness signature

Toni Morrison

Witness name

Policy Consultant

Witness Occupation

Geraldine

Witness Town of Residence

SIGNED by

TE RŪNANGA O NGĀTI WAEWAE



by its authorised signatory

In the presence of:



Witness signature

Toni Morrison

Witness name

Policy Consultant

Witness Occupation

Geraldine

Witness Town of Residence

SIGNED by

WAKA KOTAHI NZ TRANSPORT AGENCY



by its authorised signatory

In the presence of:

Chrystal Orr

Witness signature

Chrystal Orr

Witness name

Executive Assistant

Witness Occupation

Auckland

Witness Town of Residence

APPENDIX I – WESTPORT RATING DISTRICT AREA

