

Mayor and Councillors
COUNCIL – EXTRAORDINARY SESSION

6 AUGUST 2015

Meeting Status: **Public**

Purpose of Report: For Decision

**CONTINUATION OF WELLINGTON REGIONAL AMENITIES
FUND JOINT COMMITTEE**

PURPOSE OF REPORT

- 1 This report seeks Council's approval of the agreement that will ensure the continuation of a joint committee – the Wellington Regional Amenities Fund Joint Committee – that was established under the Local Government Act 2002 ('the Act').

DELEGATION

- 2 Only the Council may consider this matter.

BACKGROUND

- 3 Amendments to the Act which came into effect on 8 August 2014 required local authorities that established joint committees prior to 8 August 2014 to enter into an agreement relating to those committees within 12 months of the date of commencement of clause 30A of Schedule 7 (refer clause 5 of Schedule 1AA of the Act), i.e. by 8 August 2015. (Relevant extracts of legislation are at Appendix 1.) The Wellington Regional Amenities Fund Joint Committee falls into this category.
- 4 Council is one of five local authorities in the region that approved the establishment of a Wellington Regional Amenities Fund in 2012 and also the establishment of a joint committee to oversee it. A copy of the agreement is at Appendix 2. In addition to Kāpiti the other councils are Wellington City, Hutt City, Upper Hutt City and Masterton District Council. In 2014 members approved the addition of Porirua City Council as a member. Wellington City Council is the administering body.

ISSUES AND OPTIONS

Issues

- 5 This report is a purely procedural matter in order to recognise the transition arrangements in the Act. All member Councils are considering the same matter this week in order to meet the statutory deadline.
- 6 If the deadline is not met by any one member council the joint committee would automatically be discharged, and would have to be re-established by all parties.

CONSIDERATIONS

Policy considerations

7 There are no policy considerations.

Legal considerations

8 The advice of legal counsel has been sought on this matter.

Financial considerations

9 Support for the Fund is included in the Council's Long Term Plan (LTP) at the rate of \$50,000 per annum.

Tāngata whenua considerations

10 There are no tāngata whenua considerations.

SIGNIFICANCE AND ENGAGEMENT

Degree of significance

11 This matter has a moderate degree of significance under Council policy.

Consultation already undertaken

12 No consultation is required.

Engagement planning

13 An engagement plan is not needed to implement this decision.

Publicity

14 As this is purely a procedural matter a media release is not considered necessary.

RECOMMENDATIONS

15 That the Council:

- a) Notes that agreements between all the local authorities that appoint members to the Wellington Regional Amenities Fund Joint committee will be required by 8 August 2015 for this joint committee to continue in existence;
- b) Approves entering into an agreement with member councils of the Wellington Regional Amenities Fund Joint Committee as per the terms of reference at Appendix 2 of report Corp-15-1668;
- c) Resolves, in the event that all relevant local authorities do not reach agreement relating to the joint committee by 8 August 2015 to:

- i. Re-establish the Wellington Regional Amenities Fund Joint Committee;
- ii. Adopt the terms of reference for the joint committee as set out in Appendix 2 of report Corp-15-1668;
- iii. Appoints the Council's current member and alternate (the Mayor and Deputy Mayor) on the re-established joint committee
- iv. Adopts the information in Appendix 3 to report Corp-15-1668 for the purposes of an agreement with the local authorities that appoint members to the joint committee.

Report prepared by	Approved for submission	Approved for submission
Vyvien Starbuck-Maffey	Sean Mallon	Wayne Maxwell
Democracy Services Manager	Group Manager Infrastructure Services	Group Manager Corporate Services

ATTACHMENTS

- Appendix 1 Extracts of legislation from the Act
- Appendix 2 Terms of Reference for the Wellington Region Amenities Fund Joint Committee
- Appendix 3 Record of agreements under clause 30A of Schedule 7 of the Local Government Act 2002

APPENDIX 1

EXTRACTS OF LEGISLATION

SCHEDULE 1AA – Application, savings, and transitional provisions relating to amendments to this Act made by the Local Government Act 2002 Amendment Act 2014

Clause 5 Requirement to enter into agreement under clause 30A of Schedule 7

(1) This clause applies to a local authority that appointed a joint committee under clause 30(1)(b) of Schedule 7 before the date of commencement of clause 30A of Schedule 7 if that committee remains in existence after that date.

(2) The local authority must, within 12 months of the date of commencement of clause 30A of Schedule 7, enter into an agreement under that clause with every other local authority or public body that has appointed members to that joint committee.

(3) If an agreement under clause 30A of Schedule 7 is not entered into within the period specified in subclause (2), the joint committee is deemed to be discharged by the local authority.

(4) Nothing in this clause applies if the joint committee referred to in subclause (1) was constituted or continued by, or required to be constituted or continued by, an enactment other than this Act.

SCHEDULE 7, Clause 30A – Joint committees

(1) A local authority may not appoint a joint committee under clause 30(1)(b) unless it has first reached agreement with every other local authority or public body that is to appoint members of the committee.

(2) An agreement under subclause (1) must specify—

(a) the number of members each local authority or public body may appoint to the committee; and

(b) how the chairperson and deputy chairperson of the committee are to be appointed; and

(c) the terms of reference of the committee; and

(d) what responsibilities (if any) are to be delegated to the committee by each local authority or public body; and

(e) how the agreement may be varied.

(3) An agreement under subclause (1) may also specify any other matter relating to the appointment, operation, or responsibilities of the committee that the parties agree.

(4) A local authority or public body must not enter into an agreement under subclause (1) that is inconsistent with any enactment applying to that local authority or public body, or its members.

- (5) A joint committee appointed under clause 30(1)(b) is deemed to be both a committee of the appointing local authority and a committee of each other local authority or public body that has appointed members to the committee.
- (6) This Part applies to a joint committee except that—
- (a) the powers to discharge any individual member and appoint another in his or her stead must be exercised by the local authority or public body that made the appointment; and
 - (b) the quorum at a meeting of the committee consists of—
 - (i) half of the members if the number of members (including vacancies) is an even number; or
 - (ii) a majority of members if the number of members (including vacancies) is an odd number; and
 - (c) the following matters may be varied by an agreement under subclause (1):
 - (i) the procedure by which the chairperson and deputy chairperson are to be appointed;
 - (ii) the procedure by which the chairperson or deputy chairperson may be removed from that office;
 - (iii) whether a quorum must include 1 or more members appointed by each party, or any party;
 - (iv) the extent to which the standing orders of any local authority or public body apply to meetings of the joint committee.
- (7) Nothing in this clause applies to a joint committee constituted or continued by, or required to be constituted or continued by, an enactment other than this Act.

TERMS OF REFERENCE FOR THE WELLINGTON REGIONAL AMENITIES FUND JOINT COMMITTEE

CONTENTS

1. Definitions
2. Name
3. Members
4. Status
5. Membership of Joint Committee
6. Purpose of Terms of Reference
7. Role and responsibilities of Joint Committee
8. Objectives of the WRA Fund
9. Delegated authority
10. Meetings
11. Voting
12. Election of Chairperson and Deputy Chairperson
13. Administration arrangements
14. Funding
15. Reporting
16. Good faith
17. Variations
18. Review

1. Definitions

1.1 For the purpose of these Terms of Reference:

“Act” means the Local Government Act 2002.

“Member” means a local authority that is a participant in the Wellington Regional Amenities Fund, as listed in clause 3.1.

“Representative(s)” means the Mayor or Chairperson or councillor or councillors of a Member, or alternate(s) that have been resolved by the Member authority to be a member of the Joint Committee.

"Wellington Regional Amenities Fund" and "WRA Fund" means the fund established and contributed to by the Members in accordance with their respective Long Term Plan decisions.

“Wellington Regional Amenities Fund Joint Committee” means the Joint Committee appointed by the Members to oversee the development of the Wellington Regional Amenities Fund.

2. Name

- 2.1 The Committee shall be known as the Wellington Regional Amenities Fund (WRA Fund) Joint Committee (Joint Committee).

3. Members

- 3.1 Each of the following local authorities is a Member:

- Kapiti Coast District Council
- Masterton District Council
- Hutt City Council
- Upper Hutt City Council
- Wellington City Council
- Porirua City Council

4. Status

- 4.1 The Joint Committee is a joint standing committee under clause 30(1)(b) of Schedule 7 of the Act.
- 4.2 In accordance with clause 30(7) of Schedule 7 of the Act, the Joint Committee is not deemed discharged following each triennial election.

5. Membership of Joint Committee

- 5.1 The Joint Committee will comprise [6] persons in total.
- 5.2 Each Member will appoint one Representative, being one elected person, and will also appoint an alternate who may attend and vote at meetings in the absence of the appointed representative. Both the Representative and the alternate must be an elected person from that Member.
- 5.3 Under clause 30(9) Schedule 7 of the Act, the powers to discharge any representative on the Joint Committee and appoint his or her replacement shall be exercisable only by the Member that appointed the representative being discharged.
- 5.4 Each Representative is appointed for a term that expires on the date of the next local government triennial election.
- 5.5 It is the responsibility of each Member of the Joint Committee to ensure that they have a representative available to participate in the Joint Committee, 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.

- 5.6 Each Member is responsible for remunerating its Representatives and for the cost of the Representatives' participation in the Joint Committee.

6. Purpose of Terms of Reference

- 6.1 The purpose of these Terms of Reference is to:

- (a) Define the role and responsibilities of the Joint Committee
- (b) Provide for the administrative arrangements of the Joint Committee.

7. Role and responsibilities of Joint Committee

- 7.1 The role of the Joint Committee is to govern and administer the WRAF Fund, in accordance with the objectives of the WRAF Fund.
- 7.2 In performing its role, the responsibilities of the Joint Committee include:
- (a) approval of criteria and priorities for the WRA Fund
 - (b) to consider recommendations from the Fund Manager and Officer's Group on applications made to the WRA Fund
 - (c) to approve applications for funding.

8. Objectives of the WRA Fund

8.1 Goal

The WRA Fund has been established to support eligible entities of regional significance with day to day operational expenses and new innovative projects that will achieve identified priorities for the region. The WRA Fund is focused on arts, cultural and environmental attractions and events to support and add to the attractiveness and vitality of the Wellington region.

8.2 Scope

The Fund will assist to ensure that regionally significant entities can be developed or sustained in the Wellington region to contribute to the region's quality of life; attractiveness to residents and visitors; and economy. The Fund is intended to allow funded entities to:

- Focus more on their core business
- Reduce the amount of time spent on securing funding across the region
- Improve their ability to perform on a wider regional basis
- Improve accessibility to their services

- Ensure staffing requirements are met adequately for a fixed term.

8.3 Criteria and Priorities

Applications to the WRA Fund will be assessed against criteria and priorities for the region.

9. Delegated authority

- 9.1 The Members delegate to the Joint Committee, the powers and functions to enable it to perform its role and carry out its responsibilities in relation to the WRA Fund, except those matters reserved under Clause 32 Schedule 7 of the Act, and the appointment of new members to the Joint Committee.

10. Meetings

- 10.1 The New Zealand Standard for model standing orders (NZS 9202: 2001), or any New Zealand Standard substituted for that standard, will be used to conduct Joint Committee meetings as if the Joint Committee were a local authority and the principal administrative officer of the Wellington City Council or his or her nominated representative were its principal administrative officer.
- 10.2 The Joint Committee shall hold meetings at such frequency, times and place(s) as agreed by the Joint Committee for the performance of the functions, duties and powers delegated under this Terms of Reference.
- 10.3 In accordance with Clause 30(9)(b) Schedule 7 of the Act, the quorum shall be half of the members if the number of members (including vacancies) is an even number, or a majority of members if the number of members (including vacancies) is an odd number.

11. Voting

- 11.1 In accordance with clause 32(4) Schedule 7 of the Act, at meetings of the Joint Committee each Member's Representative has full authority to vote and make decisions within the delegations of this Terms of Reference on behalf of that Member without further recourse to that Member.
- 11.2 Each Representative has one equal vote. Decisions will be made by simple majority.

12. Election of Chairperson and Deputy Chairperson

- 12.1 On the constitution or reconstitution of the WRAF Joint Committee the representatives shall elect a Chairperson and may elect a Deputy Chairperson.
- 12.2 The term of office of an appointed Chairperson or Deputy Chairperson ends on the date of the next local government triennial election.

13. Administration arrangements

- 13.1 The administering authority for the Joint Committee is Wellington City Council.
- 13.2 The administrative costs of servicing the Joint Committee will be met within the allocated funding of the WRA Fund.
- 13.3 The WRA Fund Manager (Fund Manager), who will be located at Wellington City Council, will service the Joint Committee and will have the following functions:
- Management and administrative support for the Joint Committee
 - Prepare draft criteria and priorities for the WRA Fund for approval by the Joint Committee
 - Initial assessment of applications
 - Report to the Joint Committee with recommendations
 - Develop and maintain key relationships within the arts, culture and environmental sectors
 - Relationship management with successful applicants
 - Distribution of funds
 - Coordinate the collection, holding and distribution of funds
 - Monitor, evaluate and report on the WRA Fund
 - Research and promotion of the WRA Fund
 - Approve all papers to the Joint Committee and ensure decisions are signed off at critical times.
- 13.4 A cross-council WRA Fund Officers Group (Officers Group) will be established with a representative from each of the Members. The Officers Group will act as their council's point of contact for the WRA Fund, and the Joint Committee. In conjunction with the Fund Manager the Officers Group will:
- Prepare draft the criteria and priorities of the WRA Fund
 - Assess applications and make recommendations to the Joint Committee.

14. Funding

- 14.1 Each Member will provide funding to the WRA Fund to the level agreed in their 2012-22 Long Term Plan.
- 14.2 The financial administration of the WRA Fund will be carried out by Wellington City Council on behalf of the Members.
- 14.3 Each Member will be invoiced by Wellington City Council at the establishment of the Fund, and the beginning of each new financial year thereafter, until such time as the WRA Fund is wound up.
- 14.4 Contributions will be specifically tied to the WRA Fund and cannot be used for any other purpose. The funds will be held in an interest bearing money market deposit account.

15. Reporting

- 15.1 All reports to the Joint Committee shall be presented via the Chairperson.
- 15.2 Following each meeting of the Joint Committee, the Fund Manager shall prepare a summary report of the business of the meeting and submit that report, for information to each Member authority following each meeting. Such report will be in addition to any formal minutes prepared by the Administering authority.

16. Good faith

- 16.1 In the event of any circumstances arising that were unforeseen by the Members or the Representatives at the time of adopting these Terms of Reference, the Members and the Representatives 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:
 - (1) The Members collectively
 - (2) The Wellington regional community represented by the Members collectively.

17. Variations

- 17.1 Any Member may propose a change to the Terms of Reference by putting the wording of the proposed change to a meeting of the Joint Committee for consideration and comment.
- 17.2 Once a proposed change to these Terms of Reference has been considered by the Joint Committee, these Terms of Reference are not amended until each Member adopts the revised Terms of Reference giving effect to the proposed change.

17.3 Notwithstanding clause 17.2, the Joint Committee may itself amend the Terms of Reference, where the changes will not materially affect the commitment of any individual Member, or the scope of the Joint Committee's role and responsibilities.

18. Review

18.1 In March each year, the Fund Manager and the Officers Group will report to the Joint Committee on the operation of the WRA Fund during the financial year to date, and whether the WRA Fund is sustainable for the next financial year. If it is considered that the WRA Fund is not sustainable, the Joint Committee will report back to the Members with a recommended course of action.

APPENDIX 3

Matters under clause 30A Schedule 7 to the Act to be included in agreement	Wellington Regional Amenities Fund
<i>The number of members each local authority or public body may appoint to the committee</i>	Kapiti Coast District Council – 1 Masterton District Council – 1 Hutt City Council – 1 Upper Hutt City Council – 1 Wellington City Council – 1 Porirua City Council - 1
<i>How the Chairperson and deputy Chairperson of the committee are appointed</i>	Chair and Deputy Chair are elected by the committee members
<i>Terms of reference of the Committee</i>	Refer to Appendix 2 for current terms of reference
<i>The responsibilities delegated to the committee by each local authority or public body</i>	Delegated responsibilities are detailed in the terms of reference
<i>How the agreement may be varied</i>	By each appointing council making resolutions in common